CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

Tuesday, March 10, 2026 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Resilient Broward Grant Agreement Award - **Broward County**
2. Pet Adoption - **Commissioner Mallozzi**

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns - *Any individual may speak for a time period of up to three (3) minutes' duration regarding any matters which are pertinent to the City, including any item listed on the meeting agenda. If a person desires to speak on an item that is designated for a public hearing, their comments should be held until the public hearing.*

ADVISORY BOARDS

3. Appointments to Public Safety Advisory Board - William Turner - **Commissioner Smith**

PUBLIC SAFETY REPORTS

4. Police Chief Report
5. Fire Chief Report

CONSENT AGENDA

Minutes

6. February 24, 2026 Regular Commission Meeting Minutes

Resolutions

7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PURSUE FISCAL YEAR 2027 COMMUNITY PROJECT FUNDING REQUEST; AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS FOR FY2027 COMMUNITY PROJECT FUNDING; AUTHORIZING A LOCAL MATCHING OF GRANT FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO GRANT AGREEMENTS, ACCEPT THE GRANT FUNDING AND TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
8. **Resolution 26-19 - (Administration/Utilities)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE US ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR THE CITY'S GRAVITY SEWER LINE REHABILITATION/INFLOW AND INFILTRATION CORRECTION PROJECT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT FUNDING; AUTHORIZING A LOCAL MATCHING OF GRANT FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO GRANT AGREEMENT; DRAW DOWN FUNDS; EXPEND BUDGETED FUNDS; AND TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to Approve

9. Motion to approve an authorize Task Order 2026-02 with Hazen and Sawyer, pursuant to Resolution No. 2025-26 and RFQ No. 2024-1-PW, for professional consulting services to administer and implement the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit requirements; in an amount not to exceed $47,835 for the Fiscal Year 2026 and to authorize expenditures in each subsequent year not to exceed the approved budget amount for each respective fiscal year. - **Utilities**

10. Motion to approve an agreement with the Broward County Supervisor of Elections (SOE) for the 2026 Cooper City Municipal Election. – **Clerk's Office**

11. Motion to approve and authorize the renewal of the Risk Management Consultant's agreement for one year, not to exceed $25,000, with up to five one-year renewals. - **Finance**

12. Motion to approve a Piggyback agreement between the City of Cooper City and Granicus, LLC, pursuant to Omnia Partners Contract No. 159768, for Software and SaaS Solutions for Streaming and Closed Captioning Services. – **Clerk's Office**

13. Motion to approve additions to the Surplus Property Auction/Disposal List. - **Finance**

REGULAR AGENDA

14. Motion to approve a service agreement with Miami Vertical Garden Inc. to design, install, and maintain a living wall. – **Commissioner Mallozzi**

15. Motion to Approve Task Order UTL-26-021D with The Corradino Group, Inc. for Planning, Surveying, Engineering Design, Permitting, Bidding Assistance, and Optional Support Services for the Design and Construction of Hiatus Road Traffic Safety Improvements Project in an Amount Not to Exceed $272,460.00. - **Utilities**

16. Motion to Approve Contract #SIS2026-2 with Flow Grown Irrigation LLC $90,000, Contract #SIS2026-3 with Javy Ortiz Nursery LLC. DBA Pitch & Grade $192,500, and Contract #SIS2026-4 with Golf Agronomic Supply & Handling for $70,000 and to transfer $52,500 from the non-departmental contingency to the Suellen Field Upgrade project. – **Parks and Recreation**

REGULAR RESOLUTIONS

17. **Resolution 25-74 (Administration)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COOPER CITY AND ENERGY SYSTEMS GROUP, LLC, ATTACHED HERETO AS EXHIBIT "A," IN ACCORDANCE WITH SECTION 2-258(i) OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **Commissioner Shrouder**

18. **Resolution 26-20 (Utilities)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AGREEMENT WITH NUR-UL-ISLAM OF SOUTH FLORIDA INC. FOR ONE (1) WATER ERC FOR NEW WATER SERVICE ONLY TO THEIR SINGLE-FAMILY HOME AT A TOTAL COST OF $5,302.00, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; ACCEPTING FOR THE CITY, AS GRANTEE, A UTILITY EASEMENT AGREEMENT PROVIDING FOR ACCESS TO THE PROPERTY, ATTACHED HERETO AS EXHIBIT "B;" LIMITING THE SERVICE PROVIDED BY THIS APPROVAL TO A SINGLE-FAMILY RESIDENTIAL USE AND PROVIDING THAT SEWER SERVICE WILL NOT BE PROVIDED AT THE PROPERTY; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES ON FIRST READING

19. **Ordinance 26-08 - (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE III, ENTITLED "LEGISLATIVE;" AND IN PARTICULAR AMENDING SECTION 3.10, ENTITLED "VACANCIES, FORFEITURES OF OFFICE, FILLING OF VACANCIES;" PROVIDING FOR COORDINATION WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT A SPECIAL ELECTION TO FILL A VACANCY ON THE CITY COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. - **Administration**

20. **Ordinance 26-09 - (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE IV, ENTITLED "ADMINISTRATION;" AND IN PARTICULAR AMENDING SECTION 4.01, ENTITLED "CITY MANAGER;" PROVIDING FOR THE CITY MANAGER'S INDEPENDENT, ADMINISTRATIVE APPROVAL OF JOB DESCRIPTIONS; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER

3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

21. **Ordinance 26-10 - (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE IV, ENTITLED "ADMINISTRATION;" AND IN PARTICULAR AMENDING SECTION 4.01, ENTITLED "CITY MANAGER;" AMENDING THE TIMEFRAME FOR THE CITY MANAGER TO SUBMIT THE UNAUDITED AND AUDITED FINANCIAL REPORT TO THE CITY COMMISSION FOLLOWING THE CLOSE OF EACH FISCAL YEAR; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

22. **Ordinance 26-11 - (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE V, ENTITLED "FINANCIAL PROCEDURES;" AND IN PARTICULAR AMENDING SECTION 5.15, ENTITLED "REQUIREMENTS FOR REFERENDUM AND EXPENDITURE OF PUBLIC FUNDS;" PROVIDING FOR THE ISSUANCE OF MUNICIPAL BONDS OR THE BORROWING OF FUNDS IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW;; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

23. **Ordinance 26-12 - (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE III, ENTITLED "LEGISLATIVE;" AND IN PARTICULAR AMENDING SECTION 3.06, ENTITLED "COMPENSATION; EXPENSES;" PROVIDING FOR ADJUSTMENTS TO THE SALARY OF COMMISSION MEMBERS PURSUANT TO THE ADOPTION OF THE ANNUAL BUDGET AND SUBJECT TO THE CONSUMER PRICE INDEX, SOUTH REGION; REQUIRING ANY ADJUSTMENTS TO COMMISSIONER COMPENSATION IN EXCESS OF THE CONSUMER PRICE INDEX TO BE APPROVED BY THE ELECTORS OF THE CITY AT A REFERENDUM ELECTION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

24. **Ordinance 26-13 - (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE V, ENTITLED "FINANCIAL PROCEDURES;" AND IN PARTICULAR REPEALING SECTION 5.13, ENTITLED "REQUIREMENTS FOR PUBLIC BIDDING," SECTION 5.14, ENTITLED "COMMISSION ACTION PUBLIC BIDDING," AND SECTION 5.16, ENTITLED "EXPENDITURE FOR PROFESSIONAL SERVICES;" DELETING THE PROCUREMENT PROVISIONS FROM THE CITY CHARTER AND REQUIRING THE CITY COMMISSION TO ADOPT, BY ORDINANCE, A PROCUREMENT CODE FOR THE CITY OF COOPER CITY; PROVIDING FOR CONSISTENCY WITH STATE LAW; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER REPORT

25. City Seal Design Contest

CITY ATTORNEY REPORT

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

ADJOURNMENT

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal

attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Commission

DATE: *March 10, 2026*

SUBJECT: Appointments to Public Safety Advisory Board - **Commissioner Smith**

BACKGROUND OF ITEM:

Commissioner Smith appoints William Turner to Public Safety Advisory Board.

The Public Safety Advisory Board (PSAB) was reestablished by the City Commission on Tuesday, February 11, 2025, by Ordinance No. 25-05, to advise the City on matters relating to public safety, emergency services, public safety facilities, and the City's agreement with the Broward Sheriff's Office.

The PSAB generally meets on the fourth Thursday of each month at 6 PM in the City Hall Auditorium. Meetings dates will be posted to the City's calendar and are subject to change.

ATTACHMENTS:

1. Citizens Resource Sheets – William Turner

CITY OF COOPER CITY
CITIZENS RESOURCE SHEET

Please indicate the Board(s) for which you wish to be considered:

- ☐ Business Advisory Board
- ☐ Charter Review Board
- ☐ Education Advisory Board
- ☐ Firefighters Pension Board
- ☐ General Employees Pension Board
- ☐ Green Advisory Board
- ☐ Planning & Zoning Board
- ☐ Police Pension Board
- ☐ Mental Health & Wellness Advisory Board
- ☐ Recreation Advisory Board
- ☐ Senior Advisory Board
- ☐ Finance Review Advisory Board
- ☒ PUBLIC SAFETY

Please choose one:

☐ I wish to be considered by Commissioner _____ (please write in name)

☒ I wish to be considered by any member of the Commission

Date: 01-23-26

Name: WILLIAM J. TURNER Email Address: TETATP@BELLSOUTH.NET

Home Address: 5611 SW 113TH AVE Cooper City, FL 33330

Cell #: 305-986-1977 Work #: NA Home #: NA

Length of Residence in Cooper City 38 Years 3 Months

Length of Time as Business Person in Cooper City — Years — Months N/A

QUALIFICATIONS:

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional): _____

I HAVE A TOTAL OF 38 YRS IN LAW ENFORCEMENT, MOST OF WHICH WERE WITH THE MIAMI-DADE P.D. I BELIEVE MY KNOWLEDGE & EXPERIENCE WOULD BE POSITIVE FOR THE CITY

Experience in Board Subject:

Related Work or Civic Affiliation: HONORABLY RETIRED FROM MDPD; PARENT/TEACHER ORGANIZATIONS

College (if appropriate): U of Cincinnati - BA; Biscayne College - MS

Field of Study: LIBERAL ARTS - MANAGEMENT

Other professional or technical training (Name of school, course name, etc.): _____

DISCLOSURES:

1. Are you or any of your relatives presently employed by the City of Cooper City? No If yes, please state names and City departments/divisions: _____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? No If yes, please explain: _____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? No If yes, please list: _____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? No If yes, please list: _____

5. Is there any other information that you would like to disclose in connection with this application? _____ If yes, please do so here: I've Previously Served on the Financial Advisory Board as Vice Chair

Please affirm and acknowledge that you understand and agree to the following (mark each box):

☒ I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

☒ If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☒ Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature: Ray Turner Date: 01-23-26

Jeremy Katzman, Commissioner
Lisa Mallozzi, Commissioner
Jason Smith, Commissioner
Alex Rey, City Manager

March 10, 2026

William Turner
5611 SW 113th Avenue
Cooper City, Fl 33328

Dear William,

On behalf of the City Commission, I am happy to advise that you have been appointed as a member of the City's **Public Safety Advisory Board.**

The PSAB generally meets on the fourth Thursday of each month at 6 PM in the City Hall Auditorium. Meetings dates will be posted to the City's calendar and are subject to change. All meeting notices, agendas, minutes, correspondence, etc. will be forwarded via email. Should you have any questions with regard to this appointment, please don't hesitate to contact me at 954 434 4300 Ext. #260 or via email at svalmir@coopercity.gov.

Thank you for offering your time. I know you will be an asset to the **Public Safety Advisory Board.**

Yours truly,

Sabrina Valmir
Executive Assistant to the Elected Officials

cc: Commissioner Jason smith
Alex Rey, City Manager

City of Cooper City

Police Chief's Monthly Report
Submitted to the City Manager
February 2026

EXECUTIVE SUMMARY

During February 2026, the Cooper City District experienced a slight decrease in calls for service compared to January and were essentially the same when compared to the same period last year, overall consistent with normal seasonal trends. Activity was most concentrated during the late afternoon and early evening hours, with the highest geographic concentration of calls occurring in Zone 1602, primarily within residential neighborhoods and school zones.

Operational trends during the month included notable decreases in theft reports and alarm calls, while traffic stops increased as deputies conducted additional proactive enforcement. These reductions are consistent with the tapering of post-holiday activities and travel.

The district generated 130 incident reports during February, representing a 13% increase compared to February 2025. Property crimes accounted for the majority of reported offenses, with fraud, theft, and battery remaining the most common crime categories. Cooper City continued to experience low levels of vehicle-related crime, including one reported auto theft and three vehicle burglaries, likely due to ongoing crime prevention messaging and community vigilance.

Deputies made 29 arrests during the month, including 16 felony arrests and 13 misdemeanor arrests, involving 25 adult offenders and four juveniles. The most common arrest categories involved domestic battery, traffic-related offenses, and theft. Notable enforcement actions included the arrest of a suspect involved in passing counterfeit currency and the coordinated response to a shooting incident, which resulted in the safe surrender of an armed suspect without further injury to the public or responding personnel.

Traffic safety remained a priority throughout the district. Deputies investigated 54 traffic crashes, including eight crashes involving injuries, and conducted enforcement activity resulting in 248 traffic citations, 407 written warnings, and three DUI arrests. Although crashes increased slightly compared to January, they remained lower than the same period last year. Deputies also continued targeted school zone enforcement following the return to regular school schedules.

Community engagement remained active throughout February with several outreach events, public safety initiatives, and social media messaging focused on fraud prevention, security awareness, distracted driving, and community wellness.

Code Enforcement maintained a proactive presence during the month, completing 273 enforcement-related activities with a 76% compliance rate. Enforcement efforts focused primarily on education, courtesy inspections, and follow-up compliance checks. The most common violations involved commercial vehicle parking, bulk trash, and off-street parking design.

Overall, the Cooper City District maintained strong operational performance throughout February 2026 through proactive enforcement, coordinated response efforts, and continued community engagement. Ongoing collaboration between the Broward Sheriff's Office, City leadership, and residents remains central to maintaining Cooper City as one of the safest communities in Broward County.

CALLS FOR SERVICE

In February 2026, Cooper City experienced a decrease in total calls for service compared to January 2026, with calls declining by four percent (-4%), from 1,892 to 1,817. Additionally, when compared year over year (YoY), calls for service remained about the same from 1,818 in February 2025 to 1,817 in February 2026.

This decrease is primarily attributable to a reduction in self-initiated police activity, likely influenced by seasonal patterns, post-holiday normalization, and the absence of major incidents or special events that typically generate increased officer-initiated responses. Overall, the decline reflects routine operational and seasonal trends rather than a significant change in underlying community crime conditions.

Time of Day
Calls for service peaked between 3:00 pm and 7:00 pm, consistent with after-school traffic and residential activity.

Geographic Location
The highest concentration of calls for service occurred in the 1602 Zone, primarily centered around residential and school zones. Activity in this area included a higher frequency of traffic crashes, code enforcement and deputies conducting proactive patrols, and area checks to deter criminal activity and enhance visibility.

Day of Week
In February 2026, overall activity was highest on Wednesdays, with Thursdays and Saturdays also showing elevated demand. Increased Wednesday activity is attributed to increased traffic enforcement and proactive patrols. The elevated calls on Thursdays and Saturdays could be attributed to weekend travel and Valentine's Day which occurred on a Saturday.

Type of Call
Police service calls continued to represent the highest call volume in February 2026, totaling 720 incidents and accounting for 39.7% of all calls for service. This was followed by traffic stops and parking complaints, which totaled 1,288 calls and comprised approximately 23.3% of overall call volume; a significant portion of these incidents resulted from self-initiated enforcement activity rather than citizen-generated calls.

CALLS FOR SERVICE CONTINUED

Notable Decreases

Theft All Other	
Theft decreased from 15 in January 2026 to 9 in February 2026, an decrease of 6 incidents (-40%).	**Contributing factors include:** • January may have higher theft rates due to **holiday-related activity, post-holiday shopping, or residents returning home**, whereas February often has fewer high-risk events. • Fewer public events or gatherings can naturally reduce theft opportunities. • Residents may have **implemented better security measures**

Audible/ Intrusion Alarms	
Alarms decreased from 86 in January 2026 to 72 in February 2026, a decrease of 14 incidents (-16%).	**Contributing factors include:** • Fewer residents or businesses triggering alarms due to **less activity** in February compared to January (holidays, shopping, or events). • Residents or businesses may have **upgraded alarm systems** or improved procedures, reducing false alarms. • Community education on proper alarm usage can also reduce unnecessary activations.

Notable Increase

Traffic Stops	
Traffic Stops increased from 168 in January 2026 to 218 in February 2026, an increase of 50 incidents (+30%).	**Contributing factors include:** • After holidays, people return to work/school routines, increasing commuting traffic. • More vehicles on the road means **more opportunities for violations and stops**. • Self-initiated enforcement activity, accounting for a significant portion of traffic stop-related incidents.

Sheriff Gregory Tony, Ph.D.

City of Cooper City

Police Chief's Monthly Report
Submitted to the City Manager
February 2026

REPORTED INCIDENTS

During February 2026, the Cooper City District generated 130 total incident reports, representing a 13% increase from February 2025.

Criminal	
Of these 130 written incidents in February 2026, (51%) 64 were criminal in nature, compared to 54 total crime reports in February 2025.	
Property Crimes	**Persons Crimes**
Property crimes accounted for 36% (23) of crimes reported. The majority of crimes reported were frauds (5), thefts (13), criminal mischief (3), vehicle burglaries (1), and structure burglaries (1).	**Persons Crimes** accounted for 20% (12) of the crimes reported: battery (6), aggravated battery (2), robbery (1), stalking (1), aggravated stalking (1), and sexual battery (1). Most persons crimes reported were domestic in nature.

Non-Criminal
Of the 130 written incidents in February 2026, 64 (49%) were non-criminal, primarily consisting of a mix of information reports, property damage, suspicious incidents, verbal domestic disturbances, and non-criminal police service calls. In February 2025, a total of 61 (54%) written reports were non-criminal in nature.

Notable Trend – Residence and Vehicle Crimes
This month, Cooper City continued the trend of lower-than-normal number of residential burglaries (0) and vehicle burglaries (1). This statistic highlights successes of recent public safety messaging and the efforts of community members to practice vigilance and prevention efforts.

City of Cooper City

Police Chief's Monthly Report
Submitted to the City Manager
February 2026

ARRESTS

February 2026, Cooper City had a total of 29 arrests, of which 13 were misdemeanors and 16 were felonies. Twenty-five arrests involved adult offenders, and four arrests involved juvenile offenders. The top offense categories this month were domestic battery, traffic-related offenses, and thefts.

Total Arrests	Types of Arrests February 2026	Top Arrest Categories February 2026
• February 2026: 29 • 2026 Year-to-Date: 63 • January 2025: 25 • 2025 Year-to-Date: 48	• Felony: 16 • Misdemeanor: 13 • Adult: 25 • Juvenile: 4	• Battery/Domestic: 11 • Traffic: 5 • Thefts: 3

Noteworthy Arrests

Counterfeit Currency Arrest: On February 19th, deputies responded to a report of a masked individual attempting to purchase food at a local restaurant using counterfeit $50 bills. Although the suspect fled prior to deputies' arrival, deputies canvassed the surrounding area and located the individual. During the investigation, additional counterfeit currency was recovered, linking the suspect to a similar case in January. Due to this case, the suspect was charged with multiple felony offenses, and approximately $1,450 in counterfeit currency was removed from circulation. For their involvement in this case, Sergeant Kutikoff and Deputies Hernandez, Miro, Martinez, and Legow received Letters of Commendation.

Shooting Arrest: On February 14, deputies responded to a reported shooting at a gas station. Initial information indicated the victim fled to a nearby restaurant while the armed suspect crashed his vehicle and fled into a wooded area. Deputies quickly located the victim and began lifesaving care while establishing containment of the suspect. Additional resources secured nearby areas, established a perimeter, and deployed a drone while coordinating with a neighboring agency to expand containment. The suspect ultimately surrendered without further incident, and the discarded firearm was recovered. For their involvement in this case, Sergeants Mosca and Sisson and Deputies Samper, Diaz, Aguiar, Legow, Covet, Haber, Encina, and Florence were awarded Employees of the Month.

REAL-TIME CRIME CENTER SUCCESS STORY

Strong Armed Robbery | Assist Hollywood PD.

After receiving information from the Hollywood Police Department regarding a robbery suspect, Cooper City's Real-Time Crime Center (RTCC) personnel immediately conducted a search to determine whether the suspect's vehicle could be headed into Cooper City. This search revealed License Plate Reader activity in the city of Hollywood, which ultimately assisted with the suspect's arrest.

TRAFFIC

This month, deputies investigated 54 traffic crashes, including 8 with injuries. Deputies issued 248 traffic citations and 407 written warnings. The top violations were speeding (189) and insurance violations (47) as the leading offenses. Three DUI arrests were made, one of which was a .21 BAC, more than double the legal limit for adults. Compared to January, crashes increased by 5.88%, while a comparison of February 2026 to February 2025 yielded a decrease of 5.26%.

Traffic Crashes	
Total February Crashes: 54 • Injury: 8 • Non-injury: 27 • Fatal: 0 • Hit and Run: 5	**Top Intersection Crashes** • Pine Island/Sheridan (3) • Sheridan/Flamingo (3) • Griffin/Pine Island (3) • Griffin/Flamingo (2)

Traffic Citations	
Total Citations: 658 • Citations: 248 (41 school zone enforcement) • Written Warnings: 407 • DUI Arrests: 3	**Top Types of Citations** • Speeding: 189 • No Proof of Insurance: 52 • DWLS: 24

School Zone Drop-Off and Pick-Up Reminder

In Cooper City, no person may stop a vehicle in the roadway within 1,000 feet of a school to drop off or pick up students within one hour before the school days begins and within one hour after dismissal. This month, 27 citations were issued for violation of this ordinance, with the top offenders located in the area of Embassy Creek Elementary School. Parents are reminded that arriving early to "be the first" in the line will result in a fine.

COMMUNITY POLICING INITIATIVES

EVENTS

The Pentecostals of Cooper City – Police Day. On February 3rd, the Cooper City District participated in Police Day hosted by The Pentecostals of Cooper City, engaging directly with youth in a positive, relationship-building setting. Deputies provided education on safety awareness, answered questions about law enforcement careers, and reinforced trust through open dialogue. The event strengthened faith-based partnerships and promoted transparency, accessibility, and community connection.

Catalytic Converter Theft Prevention Event. On February 7th, district deputies hosted a catalytic converter theft prevention initiative focused on education and deterrence. Residents received prevention tips and etching and spray painting to their catalytic converters. The proactive outreach addressed an ongoing regional crime trend and emphasized layered prevention strategies, including surveillance awareness and proper parking practices. The initiative reinforced BSO's commitment to crime trend education and prevention through visibility and community engagement.

Senior Lifestyle Expo. On February 7th, the Cooper City District participated in the Senior Lifestyle Expo, providing crime prevention education tailored to older adults. Deputies focused on fraud prevention, scam awareness, and personal safety strategies. Direct engagement with senior residents supported the City's wellness priorities while addressing vulnerability factors such as social isolation and financial exploitation.

Crafting with Cops. On February 12th, the monthly Crafting with Cops program continued to foster non-enforcement, positive engagement between deputies and residents. Each session integrates a creative activity with a timely crime prevention topic aligned to current trends. February's program reinforced fraud awareness, more specifically related to romance scams. The program supports community connectedness, trust building, and repeat participation.

Embassy Creek Elementary – Love & Service Day. On February 13th, Deputies participated in Embassy Creek Elementary's Love and Service Day, engaging with students in an educational and service-oriented environment. The event emphasized character development, kindness, and community responsibility.

Catch Me If You Can (Youth Fishing Event). On February 21st, the Catch Me If You Can youth fishing event, held in partnership with Youth Environmental Alliance, provided families with a structured outdoor activity alongside deputies in a relaxed, non-enforcement setting. The event promoted mentorship, environmental awareness, and community partnership. By creating positive shared experiences, the initiative supports youth engagement, strengthens relationships, and reinforces BSO's commitment to proactive community policing.

Bike & Health Wellness Day. On February 28th, the Cooper City District participated in Bike & Health Wellness Day, promoting bicycle safety, injury prevention, and healthy living. Deputies reinforced helmet use, roadway awareness, and micromobility safety practices. The event aligned with injury reduction efforts and supported community wellness initiatives through education-forward engagement.

COMMUNITY POLICING INITIATIVES CONTINUED

SOCIAL MEDIA

Home Security in Cooler Months. Seasonal crime prevention messaging addressed home security during cooler months, encouraging residents to secure doors and windows, utilize exterior lighting, and remain vigilant as routines shift. Outreach emphasized how environmental changes can impact crime opportunities and the importance of maintaining consistent security habits.

Online Scams – Romance Scams. Fraud prevention efforts focused on romance scams, highlighting how offenders exploit emotional connections to gain financial information or money from victims. Messaging emphasized warning signs, the importance of verifying online relationships, and prompt reporting to law enforcement to prevent continued victimization.

Vehicle Burglary Prevention. Crime prevention outreach addressed vehicle burglary trends, reminding residents to lock vehicles, remove valuables, and avoid leaving items in plain view. Messaging reinforced how simple preventative steps can significantly reduce opportunities for theft and related property crimes.

Home Security Tips. General home security education reinforced best practices such as securing entry points, maintaining clear sightlines, and utilizing alarms or surveillance systems when available. Residents were encouraged to adopt layered security measures to deter criminal activity and enhance neighborhood safety.

Teen Dating Violence Awareness Month. In recognition of Teen Dating Violence Awareness Month, outreach promoted awareness of healthy relationship behaviors and the warning signs of abuse among teens. Messaging encouraged open communication, early intervention, and the use of available community and support resources.

Mental Health & Wellness. Mental health and wellness initiatives highlighted the importance of emotional well-being as a component of public safety. Outreach promoted available resources, encouraged residents to seek support when needed, and reinforced the connection between mental health, community stability, and crime prevention.

CODE ENFORCEMENT

During February, a total of 273 enforcement-related activities were conducted. The majority of efforts focused on compliance through education and follow-up inspections, rather than immediate punitive action. February statistics reflect a 76.23 % compliance rate of civil citation warnings issued compared to civil citations issued due to non-compliance. That is up from January's rate of 73%. Commercial vehicles, boats, trailers, jet-skis, RVs, and vehicles with commercial insignia, along with bulk trash and off-street parking design remained among the most common violations.

A large portion of enforcement consisted of courtesy inspections (83), verbal warnings (20), and civil citation warnings (103). This indicates that inspectors prioritized notifying and educating property owners before issuing formal citations. Follow-up inspections were significant. There were 95 re-inspections, indicating that staff spent a substantial amount of time monitoring compliance and ensuring previously identified violations were corrected. Limited escalation resulted into legal proceedings. Only 6 cases were referred to the Magistrate, demonstrating that most violations were resolved administratively without requiring formal adjudication.

February Statistics	Distribution of Enforcement	Enforcement Focus
• Total Enforcement: 273 • Verbal Warnings: 20 • Courtesy Inspections: 83 • Re-Inspections: 95 • Civil Cit. Warnings: 103 • Civil Citations: 57 • Parking Citations: 50 • Magistrate Referrals: 6 • Vacation Rental: 0 • Case Reference: 9	• Verbal Warnings: 20 • Civil Citation Warning: 103 (93 Sweep/ 10 Normal) • Code Civil Citations: 57 (29 Sweep/ 28 Normal) • Parking Citations: 50 (47 sweep/ 3 Normal) • Re-Inspections: 9 • Magistrate Referrals: 6 • Vacation Rental Reg.: 0 • Case Reference: 9	Majority of violations involved: • Commercial Vehicles boats, trailers, jet-skis, RVs, and vehicles with commercial insignia. • Off-street parking design • Bulk Trash • Junked or Abandoned Vehicles • Repair and Maintenance Required

SNIPE SIGN REMINDER

In Cooper City, "snipe signs" – or temporary advertising signs – are not allowed in the public right-of-way, including signs placed on utility poles, street signs, traffic signal poles, medians, trees or fences. Code Enforcement may issue citations to the person or business advertised on the sign or to the property owner where the sign is located.

Broward Sheriff's Office
Cooper City District
10550 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 03-09-2026

To: Mr. Alex Rey
City Manager
City of Cooper City

From: Mr. Richard Brown
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting March 10, 2026

The following is the Fire Chief's report for February 2026. The report highlights information pertinent to the city's fire safety concerns: Fire Rescue Incidents, Fire Apparatus / Station concerns, Fire Prevention, and Community Outreach.

I. FIRE / RESCUE INCIDENT REPORT

Fire / Hazardous Condition Related Incidents in Cooper City	40
Medical Related Incidents in Cooper City	200
Fastest Unit Response to Other Jurisdictions	31
Total Incidents	271

II. FASTEST UNIT RESPONSE / MUTUAL AID CALLS

Incidents where Cooper City units have responded to outside jurisdictions and incidents that outside agencies assisted Cooper City.

	Davie	Hollywood	Pembroke Pines	Totals
Cooper City units responded to outside jurisdiction	25	0	6	31
Outside agencies responded into Cooper City	12	0	0	12

III. INCIDENT RESPONSE SUMMARY

Total responses	Incident Responses < 6 min.	Priority 1 Incident Responses 6 - 9 min.	Priority 1 Responses > 9 min.	Lower Priority / Non-Emergent Responses	Fastest Unit Responses
271	140	67	7	26	31

IV. FIRE APPARATUS / STATION REPORT

APPARATUS SERVICE DAYS

Unit	Days In-Service	Days Out-of-Service
Q28	28	0
E28	28	0
R28	28	0
R228	28	0
DC28	28	0

New Quint 28 Update: The vehicle was completed, and a final build inspection was conducted at Pierce in Appleton, Wisconsin February 25th – 27th. The Fleet Manager Victor Goizueta and I thoroughly evaluated the vehicle and found only minor issues that required correction. We expect delivery mid-March. The Quint's final build photos, as well as photos of the progress throughout the build process is available online at the following link (https://ten8fire.com/fire-in-production/cooper-city-enforcer-aerial-39676/).

NEW Rescue 28 Update: The vehicle was inspected on Wednesday, March 5th. Although some of the deficiencies had been addressed, many of the outstanding items had not been corrected. Due previous experiences of lengthy delays in the manufacturer's corrections, the vehicle was accepted. BSO Fire Fleet mechanics will be required to facilitate the correction of the remaining deficiencies. The vehicle will be at BSO Fire Fleet (6700 Powerline Road, Ft. Lauderdale) until it is ready for frontline service.

V. FIRE PREVENTION

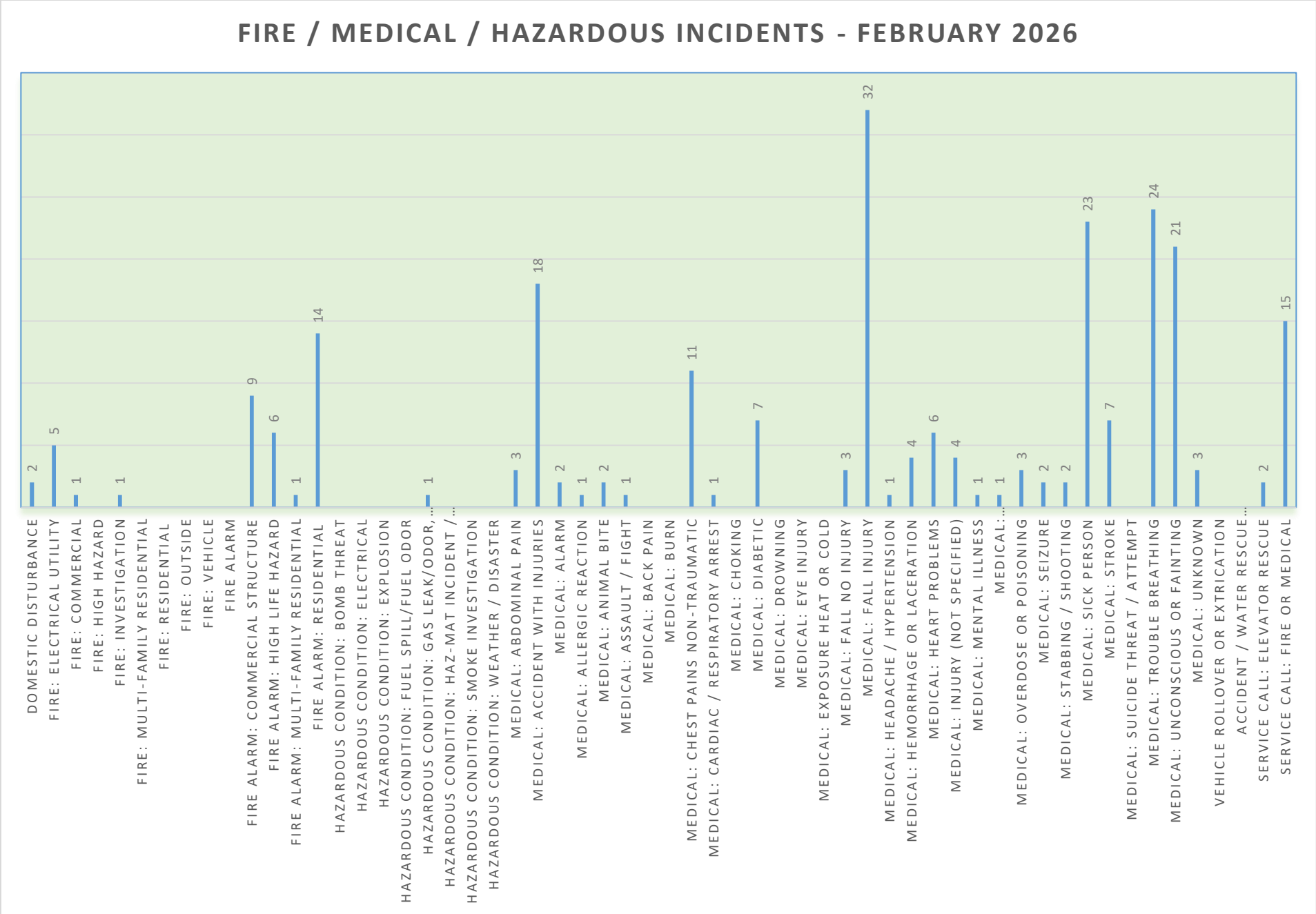
Construction Plans Reviewed	20
Annual Fire Inspections	27
New Business Inspections	6
Complaint Inspections	1
Construction Permit Inspections	10
FY Annual Inspections Completed	37.2%

2025 Hydrant Flushing	
Total Hydrants:	1240
Hydrants Flushed:	0
Hydrants Out-of-Service:	2
Pending:	1240

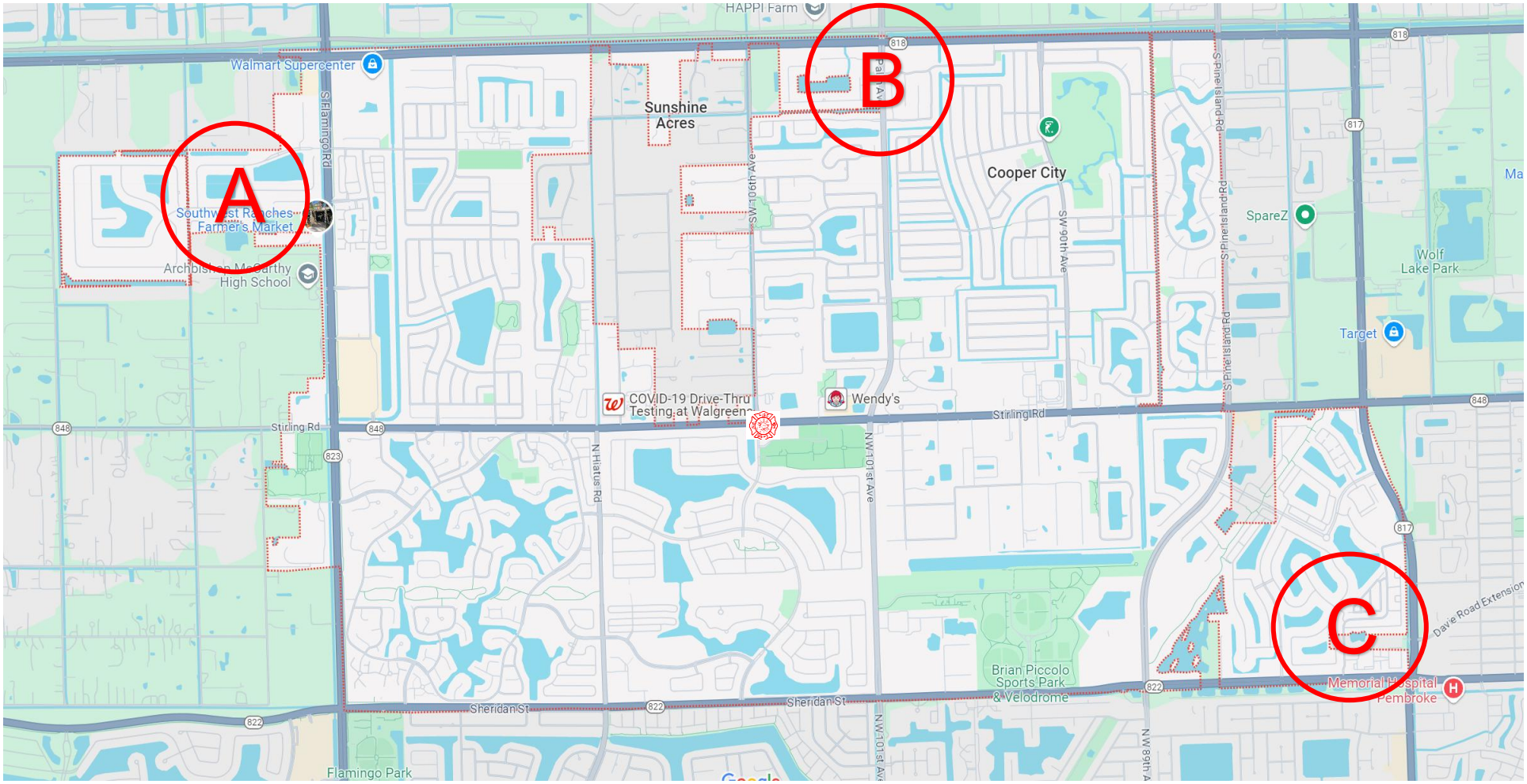
VI. COMMUNITY OUTREACH REPORT

- 2/07: Senior Lifestyle Expo – Cooper City Hight School (Life Safety Educator and Rescue 28 crew)
- 2/13: Station 28 Tour – Embassy Creek Fourth Grade (Station 28 crew)
- 2/17 – 2/20: National Child Passenger Seat Training Course – Police Station (Life Safety Educators)
- 2/19: CERT Meeting (Dst. Ch. Brown)
- 2/27: Three Hears ADT – Fire Safety (Life Safety Educators & Quint 28 crew)
- 2/30: Bike Rodeo – Suellen Fardelmann Sports Complex (Life Safety Educator and CERT members)

VII. Total Response by Incident Type



VIII. Map of Response Time Outliers



Cause for Delayed Response	Response Time	Time of Day	Type of Incident
A. Distance	09:07	00:46	Medical
B. Locating Downed Line	10:18	05:20	Hazardous Condition
C. Distance	10:56	06:30	Dog Bite

CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

Tuesday, February 24, 2026, at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Curran opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Smith, Mallozzi, Katzman, Shrouder, and Mayor Curran.

CHANGES TO AGENDA/EMERGENCY MATTERS

None.

PROCLAMATIONS/PRESENTATIONS

1. Pet Adoption - **Commissioner Mallozzi**

Commissioner Mallozzi announced that Barney (ID 713395), a 2-year -old dog, is available for adoption. Interested parties can contact the Humane Society of Broward County at www.humanebroward.com or call 954-989-3977, extension 6.

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns –

Cooper City resident Martin expressed concerns about a property on 89th Avenue that is in violation of City regulations and requires attention.

Commissioner Shrouder asked City Attorney Horowitz if Martin could attest to the violation. City Attorney Horowitz responded, yes, during any hearing before the magistrate, testimony and evidence would be entered into the record.

City Manager Rey said he discussed the situation with Code Enforcement Sergeant Richard Mosca to address the concerns.

LAND DEVELOPMENT MATTERS

(Florida court rulings now require all land development matters to be considered by the City Commission in a quasi-judicial process. All persons who wish to give testimony or present evidence must be sworn in. Copies of the complete procedures are available in the Office of the City Clerk.

Resolutions

2. **Resolution 26-13 (Community Development)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING SITE PLAN APPROVAL PURSUANT TO SITE PLAN AMENDMENT PETITION SPA# 9-1-25, ATTACHED HERETO AS EXHIBIT "A," FOR THE APPROXIMATELY 1.08 ACRES OF REAL PROPERTY KNOWN AS McDONALD'S AT COOPER CITY COMMONS, GENERALLY LOCATED AT 2550 PINE ISLAND

ROAD IN COOPER CITY, FLORIDA; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Ex Parte Disclosures:

Commissioner Smith: No campaign contributions. Attended the Planning and Zoning meeting.

Commissioner Mallozzi: No campaign contributions. Staff.

Commissioner Katzman: No campaign contributions.

Commissioner Shrouder: No campaign contributions. Staff.

Mayor Curran: No campaign contributions.

City Attorney Horowitz swore in everyone who wished to give testimony.

Community Development Director Jason Chockley spoke on the petitions. The existing Cooper City Commons shopping center sits on 31.95 acres at the intersection of Sheridan Street and Pine Island Road. It currently features a one-story retail complex with Publix as the main tenant and various other commercial uses. The vacant 3,130-square-foot Wendy's restaurant with a single drive-thru will be redeveloped to make way for a new proposed McDonald's restaurant. Due to the proposed new drive-through, a variance is requested to reduce the number of parking spaces from 68 to 53. The applicant justifies the variance request on several grounds, the primary being that the current property lines and building location already exist, and that it is cost-prohibitive for McDonald's to demolish the existing building and start from scratch. The owner plans a site plan amendment with additions to create a 3,359-square-foot fast food restaurant featuring dual drive-thru lanes. The new site plan will be developed within the Cooper City Commons master site plan and remains compliant with the previous approval conditions and the B-3 zoning district's code requirements. Access to the proposed McDonald's parcel will remain the same as it is today, utilizing the two main shopping center access drive aisles, as originally planned in the master site plan. In addition to the proposed changes to the drive-through, the building will feature new signage, designated mobile order pickup spaces, and repainting. The proposed elevations will still share architectural elements with the primary shopping center building. Regarding the wall signs, the south elevation will have the words "McDonald's" in white, 24 inches tall and 196 inches long. The east elevation will be McDonald's Arches, logo in yellow, 42 1/8 tall, 48 1/8 long. The sign waiver is for a 6-inch side waiver; a proposed east side with the arch requested at 42 1/8, which is a 24 1/8 waiver request. A logo deviation is being requested, along with a 5-inch waiver for the word "McDonald's". The applicants justify the waivers by stating physical site distinctions. An existing building that has a significant setback from Pine Island Road, with mature landscaping and a tall berm. Staff recommends approval, subject to a tie-in to the City's Real Time Crime Center. The Planning and Zoning Board passed the petitions unanimously.

Craig McDonald, on behalf of McDonald's USA LLC, was present.

Commissioner Shrouder wants to ensure that all aspects are included so the applicant can tie into the Real-Time Crime Center. He also asked if the site is currently restricted to certain hours. Director Chockley stated that any B-2 districts can propose the hours. Commissioner Shrouder prefers not to restrict hours if possible.

Commissioner Mallozzi said she understands the plaza is not near a residential area, but she wants to ensure that any late-night hours do not affect residents.

Commissioner Shrouder said the area would be more appealing without time restrictions. The closest 24-hour McDonald's is on Pines Boulevard.

Commissioner Katzman inquired whether other fast-food establishments are subject to hourly restrictions. Director Chockley explained that in specific zoning districts, applicants are required to propose the operating hours.

Commissioner Mallozzi wants to ensure that the removal of the time restriction applies only to this McDonald's. She also understands that the reduction in parking spaces is due to a lack of available seating. She wants to ensure the reduced parking is operator-specific.

Commissioner Smith asked whether the Wendys had time restrictions. Director Chockley advised that it was several years ago and that he was unsure.

Mayor Curran opened the public hearing on all resolutions, with no one wishing to speak. Mayor Curran closed the public hearing.

MOTION: Commissioner Shrouder moved to approve Resolution 26-13, subject to all requirements for the Real Time Crime Center connection and 24 hours of operation specific to this operator, as McDonald's. Commissioner Mallozzi seconded the motion, which prevailed by a unanimous roll-call vote. (5-0)

3. **Resolution 26-14 (Community Development)**

City Attorney Horowitz read A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, GRANTING THE REQUEST FOR VARIANCE PETITION #V9-1-25, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, SUBMITTED BY PUBLIX SUPERMARKETS (OWNER) FOR THE PROPERTY GENERALLY LOCATED AT 2550 PINE ISLAND ROAD IN COOPER CITY, FLORIDA, TO DECREASE THE REQUIRED PARKING AS SET FORTH IN SECTION 25-4(g) OF THE CITY'S CODE OF ORDINANCES BY FIFTEEN (15) SPACES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Shrouder moved to approve Resolution 26-14 with the parking decrease being operator-specific to McDonald's. Commissioner Katzman seconded the motion, which prevailed by a unanimous roll-call vote. (5-0)

4. **Resolution 26-15 (Community Development)**

City Attorney Horowitz read A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING A SIGN PACKAGE (#SI 11-1-25) AND A SIGN WAIVER REQUEST (#SW 11-1-25) FOR THE MCDONALD'S AT COOPER CITY COMMONS, GENERALLY LOCATED AT 2550 PINE ISLAND ROAD IN COOPER CITY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Shrouder moved to approve Resolution 26-15. Commissioner Katzman seconded the motion, which prevailed by a unanimous roll-call vote. (5-0)

BOARD/ADMINISTRATIVE REPORTS

5. Finance Report

CONSENT AGENDA

Minutes

6. February 10, 2026 Commission Workshop meeting minutes
7. February 10, 2026 Regular Commission meeting minutes

Motion to Approve

8. Authorize the City Manager to execute a Professional Service Agreement with J. Kardys Strategies (JKS) in the amount of $49,500. – **Deputy City Manager**

MOTION: Commissioner Katzman moved to approve the consent agenda. Commissioner Shrouder seconded the motion, which passed by a unanimous roll call vote. (5-0)

REGULAR AGENDA

9. **Discussion and possible action on reconsideration of Resolution 26-11, amending Resolution 05-5-1, as amended, related to administrative procedures and policies for the conduct of City Commission business, including revisions to public participation procedures. – Commissioner Mallozzi**

Commissioner Mallozzi wants to reconsider Resolution 26-11 to allow additional public comments at the end of the meetings.

Commissioner Shrouder will advocate for reconsideration following complaints from residents.

MOTION: Commissioner Mallozzi moved to reconsider Resolution 26-11, amending Resolution 05-5-1, as amended, related to administrative procedures and policies for the conduct of City Commission business, including revisions to public participation procedures. Commissioner Katzman seconded the motion, which prevailed by the following roll call vote. (4-1)

NO: Commissioner Smith

YES: Commissioners Mallozzi, Katzman, Shrouder, and Mayor Curran

Commissioner Katzman inquired whether the Commission could now reconsider Resolution 26-11. City Attorney Horowitz stated that the Resolution was included in the backup materials.

City Attorney Horowitz read " A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 05-5-1, AS AMENDED, BY FURTHER AMENDING THE ADMINISTRATIVE PROCEDURES AND POLICIES FOR THE CONDUCT OF CITY COMMISSION BUSINESS; ELIMINATING PUBLIC COMMENT FROM THE END OF THE COMMISSION MEETING AGENDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Katzman moved to approve Resolution 26-11. Commissioner Mallozzi seconded the motion, which failed by the following roll call vote. (4-1)

YES: Commissioner Smith

NO: Commissioners Mallozzi, Katzman, Shrouder, and Mayor Curran

10. **Discussion and possible action regarding the establishment of a low-interest loan program to assist homeowners with the replacement of cast iron pipes, outdated plastic piping, and electrical panels, utilizing interest earnings to fund the loan program**. - **Commissioner Mallozzi**

Commissioner Shrouder inquired whether these repairs might be eligible for the Community Development Grant. Director Chockley will consult with Broward County regarding this matter.

Commissioner Mallozzi inquired about a waiting period and noted that the eligibility criteria are highly stringent.

Commissioner Shrouder expressed empathy for individuals bearing repair costs; however, he emphasized that the Community Development Grant program is designed to assist residents with low incomes. Furthermore, he noted that the City lacks the qualifications to issue loans.

Commissioner Mallozzi stated that the City of Hollywood was awarded a grant for these projects. She would like to explore available options.

Commissioner Shrouder stated that the City lacks the qualifications to issue loans.

Commissioner Katzman stated that although Commissioner Mallozzi's intentions are well-meaning, overseeing the administration of loans will pose a significant administrative challenge for the City.

Commissioner Smith inquired whether Commissioner Mallozzi had previously proposed this concept. Commissioner Mallozzi responded that she had attempted to do so; however, the necessary funds were not available. Commissioner Smith further asked whether the idea was legally permissible. City Attorney Horowitz clarified that a provision in the Florida Constitution forbids municipalities and government entities from pledging their taxing authority.

Commissioner Shrouder is okay with the City's Grant Administrator contacting the City of Hollywood to inquire about the grant process.

A consensus was reached for the City's Grant Administrator to contact the City of Hollywood to inquire about the grant process.

REGULAR RESOLUTIONS

11. **Resolution 26-16 (Administration)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPOINTING MICHELLE GONZALEZ TO SERVE AS THE CITY'S INNOVATIONS AND COMMUNITY ENGAGEMENT DIRECTOR, IN ACCORDANCE WITH SEC. 4.01(4)(C) OF THE CITY CHARTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

City Manager Rey stated that this position was recently approved and will address various deficiencies within the City, including optimizing the capacity of multiple systems. A work order management system will be introduced to provide strategic guidance to the Communications Group.

Commissioner Smith said the Commission has agreed that strategic innovations must be implemented. He supports the item.

Commissioner Katzman stated that his decision is unrelated to the applicant. The proposed salary with benefits is close to a quarter of a million dollars a year, and he does not believe the position warrants that amount.

MOTION: Commissioner Smith moved to approve Resolution 26-16. Commissioner Mallozzi seconded the motion, which prevailed by the following roll-call vote. (3-2)

YES: Commissioners Smith, Shrouder, and Mayor Curran

NO: Commissioners Mallozzi and Katzman

12. **Resolution 26-17 (Administration)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA APPROVING AND ADOPTING THE CITY OF COOPER CITY PARKS AND RECREATION MASTER PLAN, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title.

Jack Kardys of Miller Legg stated that they have been engaged in the planning process for the past year. The level of service in the City is absolutely outstanding, with 8.3 acres per 1,000 residents. The City's comprehensive plan calls for 6 acres, which we are well beyond. Walkability is measured at 10 minutes, which is the national standard. The City meets all state benchmarks and exceeds them for recreation facilities and the number of ball fields. Meeting the standards of the NRPA, except a community garden and an amphitheater. 963 surveys, two community meetings, and a dozen stakeholder meetings were conducted, and all 12 items listed as important were concerning maintaining and improving existing parks. Additional shaded outdoor areas, developing interconnected open space systems, the parks and greenways and trails, and expanding pickleball courts. Providing additional multi-purpose fields and courts, updating and improving playgrounds, improving comfort and amenities, providing and improving autism- and ADA-friendly features, improving park maintenance, and developing a new aquatic feature: a splash pad and a spray ground. Advertising and marketing parks more efficiently utilizing email and social media. Security improvements, including lighting and security cameras throughout. The Parks and Recreation Department is aligned, and the recent playground upgrades are outstanding and ADA-compliant.

Lumi Fuentes spoke about the masterplan's vision. Enhancing facilities and amenities is necessary before any additions are made. Connections within the parks and trails. Parking near pedestrian mobility is a goal, and the expansion of outdoor and indoor recreation facilities is expected as the population grows. Also, renewing and updating management and operating systems are goals. Some changes have been made to the master plans, including short- and long-term goals. Lighting upgrades for Bill Lips are listed in 2026 and 2027, with long-term goals for storage and a concession stand. Cooper's Point Park was moved to midterm, and Diamond Head Park was re-examined, keeping the racquetball courts rather than switching them to pickleball. The Forest Lake Park playground was moved up to a higher short-term priority. Memorial Park will remain the same, with upgrades to infrastructure, and City Mike Park includes trail improvements and infrastructure updates for event space. Stirling Palm Park was moved to the long-term, and Suellen H. Fardelmann Sports Complex was considered for the addition of pickleball courts. Tamarind Park includes tennis court upgrades, keeping the racquet courts, and Ted Ferone Park has racquet courts converted to pickleball courts and fitness area upgrades. Pioneer Middle

School is included in the long-term plan to explore a partnership with the schools. The short-term plan, which is 1 to 3 years, aligns with the City's current capital improvement plan. Supplemental plans for new development are included and being implemented to meet ADA accessibility requirements. The majority of the costs will come from improving the City's current facilities and parks. The short-term enhancement costs are $9,297,000, mid-term $9,265,800, and long-term $ 7,416,000. Ms. Fuentes applauded the City's most recent playgrounds for their inclusiveness. Connectivity was also a goal from the surveys, including trails and walking paths. Multifunctional indoor spaces were identified as a need in the survey and are a long-term goal. Enhancing park maintenance plans and promoting events and services were also key. The total for all goals is $12,567.00 short-term, $13,035,800 mid-term, and $40,996,000 long-term. Funding strategies can be developed using CIP, user fees, and grants. Having a master plan in place helps in obtaining parks and recreation grants.

Commissioner Shrouder asked about page 68 and the listed needs. He also stated that several of the listed items address the City's website and programming, and that the ICE department can handle advertising updates. Commissioner Shrouder would like to hold a workshop to develop priorities.

Commissioner Mallozzi emphasizes that all projects eligible for grant funding should be considered a priority.

Commissioner Shrouder wants to list priorities before a plan is adopted.

City Manager Rey said the discussions can be included in upcoming budget talks.

Commissioner Katzman raised concerns about the shift in priorities, particularly the bathroom renovations at Bill Lips Park, which are in dire need of updates. Flamingo West, Suellen H. Fardelmann, and Bill Lips were reprioritized to long-term status, and they are the City's most-used parks. He would like to reverse the changes in priorities.

City Manager Rey indicated that a workshop could be scheduled to address the identified needs. Commissioner Katzman expressed concern about voting on the plan, stating that he does not support the proposed changes.

Commissioner Shrouder does not want to approve the plan. He wants to hold a workshop to discuss priorities and then develop a plan based on those discussions. City Manager Rey said modifications can always be made to the plan, but a plan is needed to secure grant funding.

Commissioner Shrouder is okay with approving the plan, given that the budget schedules will be modified each year.

Mayor Curran said the plan needs to be reviewed each year during budget season, and that the grant items should be pushed to the forefront.

Commissioner Smith stated that a plan needs to be developed to begin grant opportunities. He asked if the goals were based on engagement with City staff. City Manager Rey answered yes. Commissioner Smith agrees that a workshop will help develop the priorities.

Commissioner Mallozzi agrees with Commissioner Katzman. She also has concerns about court conversions at Pioneer Middle School because the school is near homes, and noise would be a concern. She also does not want to convert any racquetball courts at Ted Ferone Park. She also asked about the additional space for the courts at Suellen H. Fardelmann. Ms. Funetes said there is room for reconfiguration. Commissioner Mallozzi does not want any parking removed.

Commissioner Katzman stated that the initial priorities were formulated based on surveys and engagements with residents and advisory boards. He inquired about the reasons for the subsequent modifications. Ms. Fuentes explained that the changes were influenced by the current Capital Improvement Plan (CIP), which resulted in a shift of priorities. Commissioner Katzman expressed his concern that the Commission had not been consulted regarding these alterations and indicated that he was not comfortable with the revised priorities.

City Manager Rey said the CIP determines the available funds.

Commissioner Katzman does not endorse the proposed modifications.

Commissioner Mallozzi asked whether the changes were based on costs. City Manager Rey answered yes.

Recreation Director Josh Rhodes said costs are a major factor.

Commissioner Shrouder asked how projects at Encore Park were advanced to the short-term plan.

Commissioner Smith said the implementation of the short-term plans is 1-3 years; that leaves time for adjustments.

Commissioner Katzman expressed concerns that approval of the current plan may lead to implementation, thereby precluding the Commission from amending the priorities.

Commissioner Shrouder prefers to table Resolution 26-17 and workshop the item.

Commissioner Shrouder wants the Commission to agree on costs and specific priorities.

MOTION: Commissioner Smith moved to defer Resolution 26-17. Commissioner Shrouder seconded the motion, which prevailed by unanimous roll-call vote. (5-0)

CITY MANAGER REPORT

13. Regional Biosolids Presentation

City Manager Rey explained that a county project regarding Regional Biosolids has been proposed to all Broward County municipalities. Utilities Director Akin Ozaydin provided a presentation. Director Ozaydin explained that biosolids are the cleaned and treated solids produced by the wastewater treatment process. Biosolids are dewatered to about 20% solids using a centrifuge, then hauled off-site by private contractors for landfill disposal. In 2021, House Bill 1309 was signed into law, requiring advanced treatment and enhanced testing for PFAS. In 2023, all Broward municipalities agreed to complete a conceptual study. The study, completed in 2024, stated that a Biosolids Facility needs to be constructed. The proposed facility location is 3100 North Powerline Road. The total cost to design the

facility is $50 million, with Cooper City's contribution not exceeding $460,000. The yearly cost to our biosolids hauler for 2025 was $249,000, up from $122,000 in 2024. Staff explored four options, first contacting neighboring counties. Palm Beach County and Miami-Dade will not accept biosolids from other counties. The City can either join the biosolids facility or continue with the current disposal method. Director Ozaydin recommends joining the Broward County interlocal agreement, as we have received a 33% increase request from the hauler we currently use.

Commissioner Smith expressed appreciation to the staff for their presentation. Furthermore, Commissioner Smith inquired about the implications should no municipalities participate in the agreement.

Commissioner Shrouder has reservations about joining the Broward County Commission in the ILA.

City Manager Rey stated that the costs are not guaranteed.

Commissioner Shrouder asked why Broward County is not addressing this regional issue.

Commissioner Smith asked what the main concerns are about staying with our current vendor and practice. Chief Water Plant Operator Ryan Webster said there is uncertainty about costs. Chief Wastewater Operator Manny Cuevas also spoke about PFAS regulations.

City Attorney Horowitz said the Commission joined PFAS litigation in South Carolina years ago and that the City expects to recover funds sometime this year.

Commissioner Smith asked City Manager Rey for an opinion. City Manager Rey wanted to inform the Commission so it could address any questions or concerns before a final determination is needed.

Commissioner Smith inquired on a timeline for a response. City Manager Rey stated 45 days.

Commissioner Smith thanked Utilities staff for attending the meeting and for their efforts.

A consensus was reached to obtain more information on the ILA.

City Manager Rey stated that he received a letter from the Town Manager of SW Ranches, who was directed by the Town Commission to inquire with the Commission about waiving the 25% surcharge for outside water hookups.

CITY ATTORNEY REPORT

City Attorney Horowitz stated that legal counsel for Renaissance Charter requested a 30-day postponement of the March 4th Special Magistrate Hearing due to family bereavement.

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

Commissioner Smith expressed gratitude to the staff and the Broward Sheriff's Office for their diligent efforts.

Commissioner Mallozzi asked for an update on the status of the Do Not Block stickers. Utilities Director Ozaydin said he is in contact with the vendor and that two areas have been addressed. She asked to be updated with a timeline for the corrections. She thanked Communications Director Michael Cobelo for his assistance with the Pickleball Fundraiser and all staff who participated in the staff tournament. Over $200,000 was raised at the Saturday Pickleball Fundraiser for Relay for Life. On March 6th, a Bunko Night Fundraiser will be held to benefit Relay for Life. Donations for prizes are also welcome.

Commissioner Katzman credited Commissioner Mallozzi and all staff for their efforts on the fundraising events. He also congratulated the Executive Assistant to the Elected Officials, Sabrina Valmir, on her marriage. He had the opportunity to speak at Embassy Creek's Career Day on Friday and to participate in an event to vote on a splash pad or a playground. He asked City Manager Rey for an update from Broward County on the median on Pine Island Road. City Attorney Horowitz said he spoke with the County Attorney's Office following our prior meeting, and they mentioned an agreement the City and the County entered into in 2007 regarding the installation and maintenance of the median that he was previously unaware of. The County seeks to amend both the agreement and the tri-party agreement.

Commissioner Katzman stated that this matter remains unresolved. He requested that the City contact our County Commissioner, as previously asked.

Commissioner Shrouder spoke on his concerns with the Broward County Commission.

Mayor Curran thanked Parks and Recreation Director Rhodes for the lighting upgrades at Bill Lips.

ADJOURNMENT

The meeting adjourned at 8:49 PM.

The minutes of the regular Commission meeting held on February 24, 2026, were approved during the regular Commission meeting held on March 10, 2026.

_____

Mayor James Curran

_____

Tedra Allen, City Clerk

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days before such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate in the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:00.000 --> 00:00:01.880

Cooper City Hall: Pledge allegiance.

2

00:00:04.360 --> 00:00:12.690

Cooper City Hall: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation, under God.

3

00:00:12.880 --> 00:00:17.219

Cooper City Hall: Indivisible, liberty and justice for all. Roll call, please.

4

00:00:19.970 --> 00:00:22.989

Cooper City Hall: Commissioner Smith? Here. Commissioner Katzmann?

5

00:00:23.490 --> 00:00:28.649

Cooper City Hall: I'm sorry, Commissioner Malozzi? Here. Commissioner Schrouder? Mayor Karen? Here.

6

00:00:29.670 --> 00:00:33.350

Cooper City Hall: Mr. City Manager, any changes or emergencies to the agenda?

7

00:00:33.560 --> 00:00:34.410

Cooper City Hall: No, sir.

8

00:00:35.180 --> 00:00:38.749

Cooper City Hall: Proclamations. Ms. Lisa Malosi.

9

00:00:40.290 --> 00:00:41.190

Cooper City Hall: Yes.

10

00:00:41.630 --> 00:00:43.259

Cooper City Hall: Falls under proclamation.

11

00:00:47.310 --> 00:00:49.080

Cooper City Hall: Well, he's not a cute baby.

12

00:00:49.450 --> 00:01:02.110

Cooper City Hall: Looking for a fun, smart dog who enjoys walks and being by your side? If so, meet Barney. This cutie arrived at the shelter as a stray, so his past is a mystery, and his family has not come looking for him.

13

00:01:02.110 --> 00:01:15.389

Cooper City Hall: Barney is 60 pounds, approximately 2 years old, and he knows some basic commands, especially if a yummy treat is involved. If you have a dog at home, a meet and greet is recommended to make sure everyone gets along.

14

00:01:15.390 --> 00:01:30.640

Cooper City Hall: As far as what breed Barney is, maybe part Labrador, maybe part Shepherd, what we do know is that Barney is cute and eager to be part of a family. If you'd like to meet Barney or any other of the pets, future, future fur babies.

15

00:01:30.640 --> 00:01:36.080

Cooper City Hall: Please go to www.uminebroward.com. Thank you.

16

00:01:36.470 --> 00:01:45.450

Cooper City Hall: Commissioner Katzman said that that's kind of like you, you know, some basic commands, and you do meet and greets. But loving. I was talking about you. Oh, okay.

17

00:01:45.690 --> 00:01:49.940

Cooper City Hall: I said basic commands and likes treats. Oh, treats.

18

00:01:51.860 --> 00:01:55.600

Cooper City Hall: We'll go to public, comment? Mr. Martin?

19

00:02:01.470 --> 00:02:06.930

Cooper City Hall: Good evening, Mayor, Commissioners, City Manager, City Attorney, City Staff.

20

00:02:07.540 --> 00:02:13.850

Cooper City Hall: My name is Martin. I am the PETA that has been emailing you for the last week.

21

00:02:14.050 --> 00:02:18.680

Cooper City Hall: Regarding the nuisance property at 5320 Southwest 89th Avenue.

22

00:02:18.890 --> 00:02:26.770

Cooper City Hall: I am... been in Cooper City for 18 years, and for the last... over the last year, it's been a complete nuisance at this property.

23

00:02:27.010 --> 00:02:38.900

Cooper City Hall: I'm not here to point fingers, I'm not here to blame anybody, I'm not here to have any creative enemies, I'm just here to ask you to please consider looking at some of the ordinances that I pointed out in my email last week.

24

00:02:39.150 --> 00:02:47.450

Cooper City Hall: That, have a few loopholes, and code enforcement tells me there's just nothing they can enforce.

25

00:02:47.850 --> 00:02:57.169

Cooper City Hall: I believe in, people's property rights, I believe in small government, I believe in the quality of life for all residents, so I don't want to make this about me.

26

00:02:57.220 --> 00:03:10.509

Cooper City Hall: I want to make this about you, I want to make this about all the residents of Cooper City that maybe have been through the situation, or are in the situation, or will be in the situation. It's just... it's not fair.

27

00:03:10.700 --> 00:03:23.040

Cooper City Hall: As we speak, as I left my house, there was still a cargo commercial van with a giant tarp in the swale, my neighbor's swale, and, so on and on and on and on. I was gonna play...

28

00:03:23.560 --> 00:03:33.419

Cooper City Hall: videos with the sound that you would not believe. If you will allow me, I will play one, so you can understand what we're doing. I mean, what we're going through.

29

00:03:33.580 --> 00:03:38.960

Cooper City Hall: It's up to you. I don't know if I'm allowed to play an audio over the microphone. Sure you can.

30

00:03:39.140 --> 00:03:41.500

Cooper City Hall: Yes? Sure you can. Thank you.

31

00:03:43.170 --> 00:03:45.419

Cooper City Hall: And I don't know how much time I have left.

32

00:03:45.600 --> 00:03:46.650

Cooper City Hall: You're alright.

33

00:03:47.930 --> 00:03:55.109

Cooper City Hall: This is... most of these are from this past week, or two weeks. Some of them are from February of last year, 2025.

34

00:04:31.290 --> 00:04:32.879

Cooper City Hall: It's a vehicle.

35

00:04:39.030 --> 00:04:45.400

Cooper City Hall: It goes on for 6 minutes. I don't have the time. Mr. Horowitz.

36

00:04:57.120 --> 00:05:03.540

Cooper City Hall: Awesome. And on and on and on. I emailed you an email, about Friday.

37

00:05:03.630 --> 00:05:19.320

Cooper City Hall: Last, last week, it, put... it gradually got even worse to where at 3.50 in the morning, there were moving vehicles. There was another vehicle that was brought with a... with a trailer at 10.53. Throughout the day, it was just...

38

00:05:19.430 --> 00:05:38.819

Cooper City Hall: chaos, and I'm gonna ask you to please don't insult me, to tell me to call code or call, the sheriff. I've called every day last week. I have pictures, I have videos, nothing has changed. I'm not here to point fingers, I'm just saying, if we can tighten up the ordinances... Mr. Bertucci? Yes. We'll help you out.

39

00:05:38.970 --> 00:05:52.589

Cooper City Hall: Mr. Horowitz, can he attest to the viola... Hold on, one second. Can he attest to the violation? Yes, of course. During any hearing before the magistrate, certainly testimony and evidence would be entered into the record. So, are you willing to attest to the violation, sir?

40

00:05:52.620 --> 00:06:09.859

Cooper City Hall: Absolutely. I spoke to Sergeant Moscale last week, and I am willing to testify. I've told him numerous times. I hope that something can be done. The only question I have are, are any vehicles allowed to have a form-fitting cover, magnetic cover, parked on the swale, on the public right-of-way?

41

00:06:10.410 --> 00:06:19.090

Cooper City Hall: Yeah, in order to cover the commercial activity, they're allowed to have the cover. He's talking about, like, a car... vehicle car cover, though, not a magnet.

42

00:06:19.120 --> 00:06:35.490

Cooper City Hall: But if I may, Mr. Mayor and Commissioner Schaubert, I spoke to Sergeant Moscow just this afternoon. Unfortunately, he was working from home and couldn't be here, but he and I talked about certain strategies that he is going to be implementing tomorrow.

43

00:06:35.490 --> 00:06:42.510

Cooper City Hall: That will hopefully bring you some relief. I'm gonna get him to call you in the morning and explain to you what's kind of what we're trying to do now.

44

00:06:42.650 --> 00:06:49.160

Cooper City Hall: I appreciate all of you. I've been, working for another municipality and code specialist for 20 years.

45

00:06:49.370 --> 00:06:53.199

Cooper City Hall: I understand. I know that some of the ordinances.

46

00:06:53.390 --> 00:07:06.769

Cooper City Hall: have so many loopholes, not even loopholes, just so many things that you might not be able to enforce in that moment, and that's why I'm asking you to please revisit some of the ordinances, like being able to park on someone else's swale for 24 hours. You're a code specialist?

47

00:07:06.800 --> 00:07:13.740

Cooper City Hall: I am. Hollywood. Perfect. Expert. 20 years. So we can... they could be cited with his affidavit.

48

00:07:13.880 --> 00:07:16.640

Cooper City Hall: And whatever you can't cite on, we'll fix the ordinance.

49

00:07:17.470 --> 00:07:23.030

Cooper City Hall: Thank you, I appreciate everyone's time. Ms. Renee, do you like to speak as well, or was this in case you needed to?

50

00:07:23.820 --> 00:07:30.350

Cooper City Hall: You're gonna get... you're gonna get the full blast of what we have to offer, as far as... We've all been working with code.

51

00:07:30.530 --> 00:07:32.330

Cooper City Hall: Thank you. You're very welcome.

52

00:07:35.780 --> 00:07:36.480

Cooper City Hall: in the landlord.

53

00:07:38.180 --> 00:07:53.649

Cooper City Hall: Mayor, if I might, the land development matters this evening. We have 3 quasi-judicial items on the agenda tonight, all related to the same applicant. Mr. Chocoly will be presenting each of these items collectively. For the record, it'll be item 2, which is Resolution 26-13.

54

00:07:53.650 --> 00:08:11.429

Cooper City Hall: Item 3, which is Resolution 26-14, and Item 4, resolution 26-15. My intent would be to read all 3 items into the record at the same time. You'll hear one presentation from your professional staff, along with the applicant on each item, then ask for a separate motion on each of the items at the appropriate time.

55

00:08:11.430 --> 00:08:35.190

Cooper City Hall: Resolution 26-13, for the record, is a resolution of the City Commission, the City of Cooper City, Florida, granting site plan approval pursuant to the Site Plan Amendment petition SPA number 9-1-25, attached to Exhibit A, for the approximately 1.08 acres of real property, known as McDonald's or Cooper City Commons, generally located at

2550 Pine Island Road in Cooper City, Florida, fighting for conditions, conflicts, severability, and fighting for an effective date.

56

00:08:35.190 --> 00:08:42.149

Cooper City Hall: Item 3, Resolution 2614, is a resolution of the City Commission, the City of Cooper City, Florida, granting the request for a variance petition

57

00:08:42.150 --> 00:08:57.889

Cooper City Hall: V91-25, attaches Exhibit A, incorporated herein, submitted by Publix Supermarket owners for the property generally located at 2550 Pine Island Road in Cooper City, Florida, to decrease the required parking as set forth in Section 25-4 sub-G of the City's Code of Ordinances by 15 spaces.

58

00:08:57.890 --> 00:09:00.680

Cooper City Hall: Fighting for conflicts, severability, and providing for an effective date.

59

00:09:00.680 --> 00:09:15.210

Cooper City Hall: Final item, item 4, is Resolution 26-15, a resolution from the City Commission, the City of Cooper City, Florida, approving a signed package, that's SI11-1-25, and a signed waiver request, SW11-1-25.

60

00:09:15.210 --> 00:09:23.760

Cooper City Hall: for the McDonald's at Cooper City Commons, also generally located at 2550 Pine Island Road in Cooper City, Florida, fighting for conflicts, severability, and providing for an effective date.

61

00:09:23.760 --> 00:09:37.399

Cooper City Hall: It is the same applicant for each of the items. For the record, I just asked for the appropriate ex parte disclosures, as well as disclosures of any campaign contributions at the appropriate time. Again, then I defer to Mr. Chocoli for his presentation on behalf of your professional staff.

62

00:09:37.400 --> 00:09:45.979

Cooper City Hall: Followed by a presentation to the applicant. I ask that all witnesses be sworn in. Any documentation submitted will be included as part of the quasi-judicial record before the clerk. Thank you, Mayor.

63

00:09:49.140 --> 00:10:05.839

Cooper City Hall: Any disclosures? Any disclosures? Commissioner Smith? Thank you, Mayor. I only attended the planning and zoning, only set back, did not talk, and did not, speak, or have I received any campaign contributions.

64

00:10:06.890 --> 00:10:10.050

Cooper City Hall: I have not spoken to anyone other than our staff.

65

00:10:11.810 --> 00:10:13.379

Cooper City Hall: Nothing to disclose.

66

00:10:14.320 --> 00:10:28.460

Cooper City Hall: I guess it's McDonald's? Or Publix? Well, Publix Supermarket, for one. The, Craig McDonald with Corporate Property Services is the agent for the owner. But it's McDonald's and Publix. No, donations, and, I've only spoken to Mr. Chocolate.

67

00:10:29.260 --> 00:10:44.510

Cooper City Hall: No donations, no conversation. And I would just then ask anybody who intends to speak on the item to stand and be sworn in. That'd be the professional consultant, staff, anybody else, the applicant. Do you all swear or affirm a testimony you'll give this evening? Is the truth nothing but the truth? Yes. Thank you. Thank you very much, Mayor.

68

00:10:46.130 --> 00:10:51.329

Cooper City Hall: All right. Thank you guys. So, I'll give an overview of all three petitions that are before you tonight.

69

00:10:51.440 --> 00:11:00.420

Cooper City Hall: The site currently consists of a one-story shopping center with Publix as the major retail tenant and other various commercial uses. The existing vacant 3,000...

70

00:11:00.590 --> 00:11:18.650

Cooper City Hall: 130-square-foot Wendy's restaurant with a single drive-thru will be redeveloped to accommodate the new proposed McDonald's restaurant. The owner is proposing a site plan amendment with additions to become 3,359 square feet, a fast food restaurant with dual drive-through ordering lanes to improve service timing and reduce stacking.

71

00:11:18.980 --> 00:11:40.800

Cooper City Hall: Due to the new proposed drive-through, a variance is requested to reduce the number of parking spaces from 68 to 53, so 15 space variance. The applicants justify the variance request based off of several considerations, with the biggest being that the current property lines and building location are already existing, and it is cost prohibitive for McDonald's to knock the existing building down and start from scratch.

72

00:11:40.890 --> 00:11:50.829

Cooper City Hall: The proposed site plan will be constructed within the Cooper City Commons Master Site Plan, and in compliance with the previous conditions of approval and the code requirements of the B3 Zoning District.

73

00:11:50.880 --> 00:12:06.060

Cooper City Hall: Access to the proposed McDonald's site will remain exactly as exists today. Hours of operation for McDonald's are proposed from 6 a.m. to 4am, and have offered to have cameras tied in the BSO real-time crime center due to the proposed late hours of the operation.

74

00:12:06.420 --> 00:12:20.070

Cooper City Hall: In addition to the proposed changes to the drive-through, the building will have new signage, designated mobile order pickup spaces, and be repainted. The proposed elevations will still have architectural elements in common with the primary shopping center building.

75

00:12:20.570 --> 00:12:35.750

Cooper City Hall: Relative to the wall signs, the south elevation will have the words McDonald's in white, 24 inches tall, 196 inches long. The east elevation will be McDonald's Arches, logo in yellow, 42 and 1 eighth tall, 48 and 1 eighth long.

76

00:12:35.810 --> 00:12:49.500

Cooper City Hall: The sign waivers, they are requesting a minor deviation in sign height. The side is allowed to be 18 inches for the word McDonald's. They are proposing at 24 inches, so it's a 6-inch waiver.

77

00:12:49.580 --> 00:13:08.259

Cooper City Hall: Signs are limited to 18 inches in height. The proposed east side with the arch is being requested at 42 inches and 1 eighth, which is a 24 and 1 eighth, waiver requested. It is still within the total allowance of square footage, because it's just a box instead of being more linear.

78

00:13:09.150 --> 00:13:24.510

Cooper City Hall: They are requesting a logo deviation. Code requires a 20% max for a logo of the sign area. Since this sign, the arches make up the entire sign, the 100% of the sign will be logos, so that's an 80% requested.

79

00:13:24.510 --> 00:13:33.989

Cooper City Hall: And the final is the length of the word McDonald's. They are proposing it at 197 inches. Code allows up to 192, so it's a 5-inch waiver.

80

00:13:34.230 --> 00:13:45.339

Cooper City Hall: The applicants justify by stating physical site distinctions. Again, it's an existing building that has significant setback from Pine Island Road, with mature landscaping and a tall berm.

81

00:13:45.520 --> 00:14:01.220

Cooper City Hall: The architectural design due to the layout of this existing out parcel in the FBL transmission corridor. The building does not have a full site orientation to Pine Island Road. It's situated more of, like, a 45-degree angle, and it did not have the ability to redesign the site to adapt to the current layout.

82

00:14:01.460 --> 00:14:09.440

Cooper City Hall: Staff recommends approval, pending tying into the BSO Real-Time Crime Center. The item went to P&Z on

83

00:14:09.590 --> 00:14:13.230

Cooper City Hall: November 3rd, and had a recommendation of approval 6-0.

84

00:14:20.030 --> 00:14:21.320

Cooper City Hall: We're gonna let him do his.

85

00:14:22.570 --> 00:14:28.859

Cooper City Hall: Good evening, Craig McDonald, on behalf of McDonald's USA LLC. I have a short presentation, I'd be happy to answer any questions, whatever the...

86

00:14:29.600 --> 00:14:45.009

Cooper City Hall: Commission would... What was your last name? Yeah, McDonald. No, I wish. I wouldn't be here for... if I was relate... if I was related... Somebody else would be here. Are you in the money, or is it just similar last name? Just similar last name, believe it or not, yeah.

87

00:14:45.170 --> 00:15:00.590

Cooper City Hall: Well, I did the Wendy's here years ago, too, and you guys, the commissioners at that time, laughed when we did that one originally, yes, yeah. And just, you know, as far as tying in the cameras, I did the, Taco Bell recently with y'all, and we've agreed to tie the camera into the BSO as well, just like we did there.

88

00:15:02.950 --> 00:15:13.109

Cooper City Hall: My only thing is, I... we're... this isn't for you, but this is for Jason and, Andrea. We're saying tie in the cameras, it's really like the Rock Creek version of it.

89

00:15:13.410 --> 00:15:18.070

Cooper City Hall: Jason, where... or the... or the Siena version, where they put the...

90

00:15:18.190 --> 00:15:27.820

Cooper City Hall: post... And the camera exterior. The specific one, because the other tie-in issue was an issue, okay. So you'll just work with them to help them get to the right...

91

00:15:28.050 --> 00:15:29.230

Cooper City Hall: Version of it? Okay.

92

00:15:29.470 --> 00:15:32.679

Cooper City Hall: Yeah, whatever we need to do. Okay. We appreciate that, too.

93

00:15:32.810 --> 00:15:38.399

Cooper City Hall: And then my other question was, for Jason, is the site currently restricted by hours?

94

00:15:39.770 --> 00:15:42.480

Cooper City Hall: For the Wendy's? Yeah.

95

00:15:44.640 --> 00:15:54.119

Cooper City Hall: No, I don't... I forget what their hours were proposed. So, any of the B2, it's required that the operators propose what the hours would be.

96

00:15:54.530 --> 00:16:00.250

Cooper City Hall: So, again, with the late night being proposed, that was BSO's recommendation through DRC.

97

00:16:00.890 --> 00:16:04.710

Cooper City Hall: Because I just prefer not to restrict hours if we don't have to.

98

00:16:06.860 --> 00:16:19.770

Cooper City Hall: So, one of my questions, if I may, was... I mean, I know where they're located, that there's really no residential right there, so I didn't think that the sound would be an issue, because really, you're looking at the plaza, not...

99

00:16:19.910 --> 00:16:32.199

Cooper City Hall: house right next door. But just knowing how at night, if it's very quiet, which we live in Cooper City, so other than a few cars, it is quiet. So...

100

00:16:32.540 --> 00:16:34.340

Cooper City Hall: Sound will carry

101

00:16:34.910 --> 00:16:44.160

Cooper City Hall: Is there enough of a buffer that if they have it all night, when it is more quiet, that... that will be, that will disturb some residents down...

102

00:16:44.510 --> 00:16:48.730

Cooper City Hall: Right now, I have to go to Pines Boulevard to get to the 24-hour McDonald's.

103

00:16:49.270 --> 00:17:05.750

Cooper City Hall: I'm just saying. As a consumer of the product, after, you know, not saying they need to, but if they, you know, found enough... I have to go all the way to Pines Boulevard right now to get to the 24-hour... After the closes.

104

00:17:06.800 --> 00:17:20.550

Cooper City Hall: I mean, I don't think it's gonna happen, but, you know, it would make the property more valuable if we didn't have a restriction on the hours. Yeah, so it's not in close proximity to any residential. Monterra, Anastatas.

105

00:17:20.810 --> 00:17:29.919

Cooper City Hall: Gotta be half a mile to the north. So that would not carry in any way, shape, or form? No. No. Okay, then I don't care about that. In the west, you have Ryan Piccolo. Okay, alright. Yeah?

106

00:17:30.280 --> 00:17:31.720

Cooper City Hall: 24 hours if you want?

107

00:17:32.030 --> 00:17:48.320

Cooper City Hall: Yeah, I mean, they like the option to have 24 hours, to be quite honest with you. Knowing this location, if it didn't warrant that, they're not going to stay open that long. I mean, that was their request. We agreed to cut, kind of do 6 a.m. for breakfast. Ryan's happy. He can eat McDonald's at any time now.

108

00:17:49.830 --> 00:17:57.489

Cooper City Hall: Okay. We prefer that option, if that's at all possible. The current hours are what? In the proposal? 6 AM to 4 a.m.

109

00:17:57.770 --> 00:17:59.329

Cooper City Hall: It would only be closed 2 hours.

110

00:18:00.100 --> 00:18:07.020

Cooper City Hall: I just figured it'd be a conservative thing for us to not put restrictions on property owners.

111

00:18:07.990 --> 00:18:11.939

Cooper City Hall: Do our other fast food restaurants have hourly restrictions? Yes.

112

00:18:12.260 --> 00:18:20.259

Cooper City Hall: Not necessarily hourly restrictions, so in certain zoning districts, the applicants have to propose what their hours are for commission to...

113

00:18:21.510 --> 00:18:29.099

Cooper City Hall: acknowledge or have a... I mean, it doesn't say they have to seek approval of certain hours within a window, they just have to propose what their hours are.

114

00:18:33.930 --> 00:18:41.160

Cooper City Hall: Alright. Strong opinion. Okay. So, if you guys are okay with it, I'm... If it's going to be that way, then it's only for this McDonald's.

115

00:18:41.550 --> 00:19:00.339

Cooper City Hall: Because, like, there's another issue that I have with one of the three. You want me to give it now, or are you done? Yeah, it's only for this one, yeah. Okay, so then it has to be only for this, and only because... only McDonald's. If for some reason you become, who cares, John's Barbecue. Taco's right next to him. ...or whatever, then...

116

00:19:01.300 --> 00:19:02.550

Cooper City Hall: it goes away.

117

00:19:03.070 --> 00:19:08.650

Cooper City Hall: That's understood, yeah. And any given site plan stands on its own merit, so when Cooper Square came up, that was a big...

118

00:19:08.780 --> 00:19:24.819

Cooper City Hall: point of conversation to the residential community just to the south, which was very close proximity. Right. So again, that entire project limited its hours of operation. They even had to limit the squawk block decibels at a certain limit. And I remember that. I just want to make sure that it's noted somewhere

119

00:19:24.820 --> 00:19:33.220

Cooper City Hall: That the only reason this is being granted is because there's no proximity to anything other than a business, which this should not interfere with a business.

120

00:19:33.300 --> 00:19:39.549

Cooper City Hall: Especially the late hours, because all those businesses are closed, and be... so... and then it's... that's it.

121

00:19:40.530 --> 00:19:53.030

Cooper City Hall: And then, do you want... can I have my other question? Okay, so then, in reference to the parking spaces, I understand why you want to limit them, because I want to say, what is it, you have only 28 seats on the inside?

122

00:19:53.030 --> 00:20:17.940

Cooper City Hall: That's correct, and about 70-75% of our businesses these days are done through the drive-through? Correct. I read that in the backup. So, yeah, you're going from 68 to 53, but you only have 28 seats on the inside, and you'll have parking for 53. And I understand that logic, and I understand that the majority, Ryan Shrouders, go through the parking lot and are not going to go inside, but I also want to make sure that that is only you, so again, you go

123

00:20:17.940 --> 00:20:21.290

Cooper City Hall: and you become a John's Barbecue.

124

00:20:21.330 --> 00:20:30.259

Cooper City Hall: then they will potentially have more, and they will need those parking, so it's good for this at... and only this. Operator-specific.

125

00:20:32.750 --> 00:20:44.139

Cooper City Hall: I want to make that... We're fine with that. No, I know, but I want to make that part of... That's really for you, Jason. Operator-specific. We would include that as a condition of approval. And that would be specific to the variance, item number 3.

126

00:20:44.260 --> 00:20:48.160

Cooper City Hall: Okay, and then, I want to say that was...

127

00:20:48.770 --> 00:20:56.210

Cooper City Hall: And I was okay with the sign, because I understood why, and I thought it was logical. So I'm good with that. Alright, that was it for me. Thank you. Commissioner Smith.

128

00:20:56.850 --> 00:21:16.600

Cooper City Hall: Thank you, Mayor. Jason, just to confirm from my notes, you said if we were looking at Resolution 2 from 6 to 4, are the, the applicant, or the current business, Wendy's, has a time restriction, and will that cause us to visit something in the future?

129

00:21:16.790 --> 00:21:32.369

Cooper City Hall: No, again, so under the B2, any of the businesses coming in would have to state what their proposed hours of operation are. Not that code has restrictions, it's just a formality where they state to commission what the plan is for the hours. Let me rephrase it.

130

00:21:32.840 --> 00:21:36.770

Cooper City Hall: When we approved Wendy's, did we put a restriction on their times?

131

00:21:37.490 --> 00:21:40.550

Cooper City Hall: I'd have to pull that original... that... Wendy's was original to the...

132

00:21:40.700 --> 00:21:47.229

Cooper City Hall: the shopping plaza, so that goes back many years. I don't know what their operation times were off the top of my head. And Mr. McDonald.

133

00:21:47.580 --> 00:22:07.470

Cooper City Hall: Do... you did the Wendy's. I'm gonna be honest with you, I don't remember Wendy's ever being open 24 hours, but I don't remember there being any time restrictions, but I gotta be honest, that was... I did the Chevron, too, that was gotta be 20-plus years ago. Okay, alright. I did that with you guys, so I couldn't state... Alright, mayor, I have nothing else, thank you. Commissioner Katzmann.

134

00:22:08.290 --> 00:22:09.069

Cooper City Hall: I'm good.

135

00:22:09.380 --> 00:22:10.210

Cooper City Hall: I'm good.

136

00:22:10.320 --> 00:22:14.930

Cooper City Hall: Anybody in the res... is there anyone in the audience wishing to speak on this?

137

00:22:16.340 --> 00:22:27.799

Cooper City Hall: Go ahead and take a vote. You want 3 separate ones? 3 separate motions, correct. And the, reference for the item number 2, that would include the 24-hour opportunity. Which one do you want that in? Number 2. Okay.

138

00:22:27.820 --> 00:22:40.369

Cooper City Hall: Motion to approve, subject to it being operator-specific. That would be number 3. Okay. Motion to approve number 2, with up to 24 hours.

139

00:22:40.830 --> 00:22:51.690

Cooper City Hall: and, with the cameras being the specific real-time crime ones. Number 3, I have to say that. That's 3.

140

00:22:51.850 --> 00:23:04.570

Cooper City Hall: I gotta say it in the next section. If you're looking to include the time, I'm sorry, if you're looking to include the time specific to that operator, that would also be number 2. I thought you included the parking, so then we'll include that as well. I did say that.

141

00:23:04.770 --> 00:23:11.580

Cooper City Hall: Number two, the time. That the time is specific to McDonald's. The operator. Then, all bets are off.

142

00:23:11.710 --> 00:23:12.520

Cooper City Hall: Yeah.

143

00:23:14.320 --> 00:23:15.580

Cooper City Hall: Any second?

144

00:23:15.870 --> 00:23:17.829

Cooper City Hall: Yes, a second. Call the vote.

145

00:23:19.790 --> 00:23:26.830

Cooper City Hall: Commissioner Smith? Yes. Commissioner Malozzi? Yes. Commissioner Gatzman? Commissioner Schroeder? Yes. Mayor Curran? Yes.

146

00:23:27.340 --> 00:23:32.879

Cooper City Hall: And motion to approve number 3, specific to McDonald's as the operator.

147

00:23:33.440 --> 00:23:36.350

Cooper City Hall: Need a second? Second. Second. Call the vote.

148

00:23:36.450 --> 00:23:39.710

Cooper City Hall: So, we're going to... also, we're making it specific.

149

00:23:40.540 --> 00:23:46.659

Cooper City Hall: The operator parking. The operator is going to add that in the language. That is item 3, correct, Commissioner. Okay, thank you.

150

00:23:47.130 --> 00:23:53.749

Cooper City Hall: Commissioner Smith? Yes. Commissioner Malozzi? Yes. Commissioner Gatzman? Commissioner Schroeder? Yes. Mayor Curran? Yes.

151

00:23:54.050 --> 00:23:58.700

Cooper City Hall: Motion to approve Resolution 2615, number 4.

152

00:24:00.700 --> 00:24:01.560

Cooper City Hall: Second.

153

00:24:01.750 --> 00:24:02.930

Cooper City Hall: Call the vote.

154

00:24:04.800 --> 00:24:11.429

Cooper City Hall: Commissioner Smith? Yes. Commissioner Malozzi? Yes. Commissioner Katzmann? Commissioner Schroeder? Mayor Curran? Yes.

155

00:24:12.920 --> 00:24:21.389

Cooper City Hall: Mayor Commission, your M5 would be your, finance support. Thank you very much. Thank you. Good luck, Mr. McDonald's. You guys as well. Thank you. Have a Wendy's of a day.

156

00:24:24.530 --> 00:24:26.969

Cooper City Hall: Mayor, on the, finance report. Okay.

157

00:24:29.150 --> 00:24:31.629

Cooper City Hall: Can we... Motion to approve consent agenda.

158

00:24:32.330 --> 00:24:34.920

Cooper City Hall: Second. Wait a minute, we're at 5, guys.

159

00:24:36.190 --> 00:24:45.159

Cooper City Hall: Is there a report? No report? There's a report. Yeah, there's a report, there's no action on the report, right? Okay.

160

00:24:46.270 --> 00:24:54.490

Cooper City Hall: We don't usually hear the financial report. Motion on the consent agenda, Mayor. Need a second on the consent agenda? Seconded.

161

00:24:55.430 --> 00:25:00.729

Cooper City Hall: I'm sorry, who made the motion? Women, and nobody has anything they want to pull off. Jeremy made it. Mr. Katzman made the, motion.

162

00:25:04.780 --> 00:25:16.480

Cooper City Hall: Call a vote. And Commissioner Schrouder, you second? Yes. No one pulled anything? No, ma'am. Commissioner Smith? Yes. Commissioner Malozzi? Yes. Commissioner Katzman? Yes. Commissioner Schrouder? Yes. Mayor Guerin? Yes.

163

00:25:16.480 --> 00:25:37.780

Cooper City Hall: Mayor, Commission Item 11, Resolution 26-16, a resolution of the City Commission, the City of Cooper City, Florida, appointing Michelle Gonzalez to serve as the City's Innovations and Community Engagement Director in accordance with Section 4... I'm sorry. What about 9? Oh, I'm sorry, Mayor. I'm ahead of you. I'm ahead of you, Mayor. Sorry. You are correct. Item 9 on the regular agenda. It says I gotta get out of here faster than skipping numbers.

164

00:25:37.780 --> 00:25:55.069

Cooper City Hall: Item number 9, my apologies, discussion and possible action on reconsideration of Resolution 2611, amending Resolution 055-1 as amended, related to administrative procedures and policies for the conduct of City Commission business, including revisions to the public participation procedures sponsored by Commissioner Malozzi.

165

00:25:55.070 --> 00:26:01.400

Cooper City Hall: Commissioner Milosi, you'll need a first and a second on it, please. Motion. I need a second. And this is on the motion to reconsider.

166

00:26:02.580 --> 00:26:11.850

Cooper City Hall: You seconded? Commissioner Kasman seconded. Commissioner Malosi, go ahead. I want to keep public comment on the back end, so I wanted to bring this back up.

167

00:26:12.420 --> 00:26:13.180

Cooper City Hall: That's all.

168

00:26:15.880 --> 00:26:16.760

Cooper City Hall: Commissioner.

169

00:26:17.030 --> 00:26:18.350

Cooper City Hall: Commissioner Kasman.

170

00:26:19.340 --> 00:26:20.540

Cooper City Hall: Commissioner Smith.

171

00:26:20.790 --> 00:26:21.880

Cooper City Hall: I have nothing.

172

00:26:22.050 --> 00:26:23.300

Cooper City Hall: Commissioner Schrouder.

173

00:26:24.380 --> 00:26:26.299

Cooper City Hall: Go ahead. Somebody's gonna do it.

174

00:26:27.990 --> 00:26:37.170

Cooper City Hall: I think I heard complaints from a resident or two, I'll out them, the grosses... So...

175

00:26:37.530 --> 00:26:40.099

Cooper City Hall: They spend enough time volunteering.

176

00:26:40.270 --> 00:26:46.370

Cooper City Hall: I'll give him this, although I think we shouldn't have it at the end, but I'll agree to change my...

177

00:26:47.070 --> 00:26:48.130

Cooper City Hall: Opinion 2.

178

00:26:51.140 --> 00:27:00.659

Cooper City Hall: Call the vote. Just as a matter of procedure, this is on the motion to reconsider. You'll then have the item before you for reconsideration. We'll bring the item back for consideration.

179

00:27:02.260 --> 00:27:03.870

Cooper City Hall: Commissioner Smith? No.

180

00:27:04.520 --> 00:27:08.730

Cooper City Hall: Commissioner Malozzi? Yes. Commissioner Katzmann? Commissioner Schrouder?

181

00:27:08.840 --> 00:27:10.140

Cooper City Hall: Mayor Karen? Yes.

182

00:27:11.690 --> 00:27:20.140

Cooper City Hall: The item then, Mayor, for consideration would be... An upcoming agenda meeting. You put it on the next agenda? Okay. Okay.

183

00:27:20.650 --> 00:27:24.740

Cooper City Hall: Can we move to approve it now, so it's not on every agenda for the next 6 months?

184

00:27:25.390 --> 00:27:26.870

Cooper City Hall: Let's put on the next agenda.

185

00:27:27.830 --> 00:27:31.470

Cooper City Hall: Well, no, I mean, it's coming back that way, it's coming back the way it originally was.

186

00:27:31.810 --> 00:27:41.810

Cooper City Hall: Right. That's what I'm saying, if we just move to approve it now, then we don't have to keep seeing this. We don't have to hear about it again? The item is in your backup, Mayor. If the Commission wanted to entertain it this evening, I would not have a problem with that.

187

00:27:42.410 --> 00:27:43.429

Cooper City Hall: So what are we doing?

188

00:27:43.740 --> 00:27:45.559

Cooper City Hall: Motion to approve the...

189

00:27:46.610 --> 00:27:54.659

Cooper City Hall: the way things were originally... Well, if I can, if I could read the resolution that was approved into the record, and if that were voted down, then there would be no action on the item.

190

00:27:54.820 --> 00:28:12.109

Cooper City Hall: Resolution 2611, a resolution of the City Commission, City of Cooper City, Florida, amending Resolution 055-1, as amended, by further amending the Administrative Procedures and policies for the elimination, excuse me, for the conduct of City Commission business, eliminating public comment from the end of the Commission meeting agenda, fighting for conflict, severability, and fighting for an effective date.

191

00:28:12.110 --> 00:28:15.749

Cooper City Hall: If this is voted down, there would be no change to the Commission procedures.

192

00:28:16.740 --> 00:28:19.100

Cooper City Hall: A motion and a second. Point of information.

193

00:28:19.390 --> 00:28:20.980

Cooper City Hall: When you say no change.

194

00:28:21.480 --> 00:28:27.769

Cooper City Hall: It would go back to the old way where... Correct. In other words, the item that was just approved would eliminate the public comment from the end of the meeting.

195

00:28:27.910 --> 00:28:32.959

Cooper City Hall: this would essentially reject that resolution that provided for the... Motion to approve 2611.

196

00:28:33.410 --> 00:28:35.490

Cooper City Hall: News second. Second.

197

00:28:36.040 --> 00:28:42.200

Cooper City Hall: A yes vote... A yes vote will make the change. A yes vote is what occurred at your last meeting. A no vote will vote the item down.

198

00:28:44.180 --> 00:28:45.239

Cooper City Hall: Call the vote.

199

00:28:46.800 --> 00:28:51.300

Cooper City Hall: Commissioner Smith? No. Commissioner Malozzi? No. Commissioner Katzmann?

200

00:28:51.580 --> 00:29:06.359

Cooper City Hall: No, no. You want this to die. Can't revoke, can't revoke, Lucy. You're done. You're done. Nope, you're done, you voted. Count on us three to carry your load. Again. You're done.

201

00:29:07.990 --> 00:29:11.359

Cooper City Hall: Bishop? No, no, you're... Can't change it.

202

00:29:11.560 --> 00:29:24.370

Cooper City Hall: No, no, now you gotta count on us three to carry your load for you, then. A yes vote will approve the change the Commission approved at your last meeting, a no vote will reject that change. Does she get a mulligan?

203

00:29:24.370 --> 00:29:35.290

Cooper City Hall: If your intent is not to make a change, you would like a no vote. I know. I believe that they do counsel each other out. Yeah, they do, that's what I'm saying, he's counting on us three to carry our load again.

204

00:29:36.540 --> 00:29:44.699

Cooper City Hall: The item before you at the moment is the same item that was on your last adjacent. To approve... to...

205

00:29:47.430 --> 00:29:56.379

Cooper City Hall: Approving this item will eliminate public comment from the end of your agenda. Rejecting the item will leave things as they were.

206

00:29:57.000 --> 00:29:59.539

Cooper City Hall: Okay. What's your vote? Lisa says no. What's your vote?

207

00:29:59.870 --> 00:30:02.180

Cooper City Hall: Commissioner Malozzi.

208

00:30:02.340 --> 00:30:05.319

Cooper City Hall: Commissioner Katzman? Commissioner Schroeder.

209

00:30:07.140 --> 00:30:24.470

Cooper City Hall: You guys are... you guys are confused. So there's 3 no's already. Okay, yes, Andrew, this is for you. No, you're confused. You want this to die so it goes back to the way it was before I became mayor. No, you want to amend it. Right now, there's no public comment. No, no. The attorney said no.

210

00:30:24.980 --> 00:30:28.439

Cooper City Hall: If you are looking to eliminate public comment.

211

00:30:28.800 --> 00:30:45.799

Cooper City Hall: then you would vote no. The item before you will eliminate public comment at the end of the agenda. They just voted no, no, no. Correct. I vote yes. Reject the item, so you have 3 to 1. No, the item is... no, he made the motion to change it. We already approved the, the reconsideration. I made a motion to approve...

212

00:30:45.880 --> 00:30:53.730

Cooper City Hall: the resolution, which bans public comment at the end of the meeting, and then I voted no. Voted against it. Commissioner Kasman is on the right page.

213

00:30:54.580 --> 00:31:11.130

Cooper City Hall: Hold on. So we get to have public comment at the end if we vote no. A no vote will keep the status quo, which includes public comment at the end of your meeting. Oh, we already got rid of that. You just reconsidered it. Now it's back up for reconsideration. That's the item before you at the moment, Commissioner.

214

00:31:11.130 --> 00:31:16.169

Cooper City Hall: Go back in time. So I got it wrong? That was what Christian said. Okay, I know.

215

00:31:16.170 --> 00:31:27.569

Cooper City Hall: No. I'm confused. The item fails? We can't vote no and change something, so that... You're not changing anything. Yeah, it was changed. Reconsidered an item.

216

00:31:27.960 --> 00:31:31.510

Cooper City Hall: we proposed the item, and then we voted against the item. Correct.

217

00:31:32.040 --> 00:31:37.670

Cooper City Hall: What did you propose the item as? To eliminate public comment at the end of the meeting. To approve resolution.

218

00:31:38.050 --> 00:31:39.760

Cooper City Hall: Alright, I was confused.

219

00:31:40.720 --> 00:31:56.330

Cooper City Hall: Item 10, Mayor Commission, moving on. Discussion, possible action regarding the establishment of a low-interest loan program to assist homeowners with the replacement of cast iron pipes, outdated plastic piping and electrical panels, utilizing interest earnings to fund the loan program offered by Commissioner Malozzi.

220

00:31:56.620 --> 00:31:59.370

Cooper City Hall: I need a motion and a second. Motion.

221

00:32:00.810 --> 00:32:02.070

Cooper City Hall: Need a second?

222

00:32:02.470 --> 00:32:04.169

Cooper City Hall: I'll discuss this.

223

00:32:04.330 --> 00:32:08.009

Cooper City Hall: Well, I don't want to second it, but I want to tell you something.

224

00:32:08.240 --> 00:32:10.139

Cooper City Hall: You won't second it, or you will?

225

00:32:11.100 --> 00:32:12.950

Cooper City Hall: Sure, I'll second it for discussion.

226

00:32:14.170 --> 00:32:15.290

Cooper City Hall: But...

227

00:32:15.500 --> 00:32:24.980

Cooper City Hall: I guess, let me ask the manager a question and talk to you at the same time. And Jason, what... we... the small home repair program, would that... would this stuff qualify?

228

00:32:26.820 --> 00:32:32.619

Cooper City Hall: Minor home repair program through... The Community Development Block Grant, I believe is what he means. Yeah.

229

00:32:33.330 --> 00:32:42.009

Cooper City Hall: I'd have to check with the county on that. I don't think we've ever processed a cast iron replacement for that, and there is specific criteria that it has to be...

230

00:32:42.260 --> 00:32:43.470

Cooper City Hall: used for.

231

00:32:45.830 --> 00:32:53.149

Cooper City Hall: Because I... There's also... Let me inter... Jason, what kind of a weight is there on that?

232

00:32:53.180 --> 00:33:12.250

Cooper City Hall: because we don't get a lot of money for that. No, we don't get much money, so usually it's only a couple of projects a year that could get funded, and the eligibility requirements are rather tight as well. And there's the other thing, the eligibility for the community develop... for the community development block grant.

233

00:33:12.300 --> 00:33:23.309

Cooper City Hall: Many of our residents will not qualify for, because they don't make that little of an amount, but when you take into consideration that if a cast iron pipe

234

00:33:23.310 --> 00:33:35.360

Cooper City Hall: breaks, I've heard, minimum of between $16,000 to $20,000, depending on your house, the placement, and where they have to tunnel under your home. That, so...

235

00:33:35.680 --> 00:33:49.020

Cooper City Hall: that's one. The electrical panels are not as much, that's like an $8,000 fix, and the PVC pipes can also be close to $20 as well. So, and those are all things that are...

236

00:33:49.020 --> 00:34:11.370

Cooper City Hall: hazards in our homes, in different areas in Cooper City, like Embassy is the electrical panels, Ryan, your area is the PVC pipes, my area is the cast iron pipes. They're all things that are impacting, and if we go with Community Development Block Grant, many of our residents, they may not qualify, but they also don't have that kind of money to fix something like that.

237

00:34:11.650 --> 00:34:12.830

Cooper City Hall: So...

238

00:34:14.460 --> 00:34:26.809

Cooper City Hall: I sympathize with those situations, however, the Community Development Block Grant targets people whose income is 80% of whatever, I don't know, what is it, 80% of,

239

00:34:27.150 --> 00:34:32.080

Cooper City Hall: The median, or whatever, but... and then based off of family size, or whatever.

240

00:34:32.840 --> 00:34:38.589

Cooper City Hall: the... We really are not qualified to be in the business of lending.

241

00:34:39.760 --> 00:34:51.860

Cooper City Hall: We really are not, because you're talking about having to secure to... it's a lot of work to do lending, so you have to do docs, you have to secure it across the property, but we don't even sometimes collect on

242

00:34:52.440 --> 00:35:03.390

Cooper City Hall: Like, water, you know what I mean? So, the city of Hollywood received a grant for these projects. I was hoping that we could potentially

243

00:35:03.640 --> 00:35:04.910

Cooper City Hall: See if...

244

00:35:05.130 --> 00:35:22.559

Cooper City Hall: Renee, our grants director, because she's so awesome, could secure funding like that, and there are parameters already set within that because it's part of a grant. So that takes away a lot, but a lot of our residents, the biggest complaints that I get

245

00:35:22.610 --> 00:35:36.409

Cooper City Hall: are, at least the people that I know, it's the cast iron pipes, and how, you know, one minute it's fine, one minute it's not, and someone actually told me, and I have... I'm not gonna lie, I haven't researched this part, that because some pipes can be leaking excessively.

246

00:35:36.410 --> 00:35:45.260

Cooper City Hall: A, you have an environmental issue, but B, it can also potentially cause, like, mini sinkholes underneath your home because the water's...

247

00:35:45.380 --> 00:35:58.849

Cooper City Hall: It's a slow leak. I'm not gonna lie, I have not verified that, but logically, that does make sense. So, if I would like to see if we could get... to see if Renee could secure this, and then have the money paid back.

248

00:35:58.850 --> 00:36:08.900

Cooper City Hall: and then that money used for additional homes, same things. Like, they can get... they have, what is it, the PACE program for windows and your roof.

249

00:36:08.900 --> 00:36:19.849

Cooper City Hall: not that. We don't... and not that kind of money, and we already have the Community Development Block Grant for the other items, but this is really for those main things that

250

00:36:20.780 --> 00:36:24.990

Cooper City Hall: Can harm the homes, And cause issues

251

00:36:25.680 --> 00:36:30.499

Cooper City Hall: But still, nothing... it's a nice chunk of change that a lot of people don't have.

252

00:36:32.950 --> 00:36:41.759

Cooper City Hall: Okay, let me just wanna... so PACE, you can use PACE for the pipes, and I know the electrical panel you could use PACE for.

253

00:36:41.980 --> 00:36:43.910

Cooper City Hall: And CDBG. Yeah.

254

00:36:44.180 --> 00:36:49.360

Cooper City Hall: So, I love it, but we really are not in the business to run title work and all that stuff, and then...

255

00:36:49.690 --> 00:36:54.899

Cooper City Hall: Hollywood probably gets it through... What do you call it? What's the...

256

00:36:55.610 --> 00:36:58.779

Cooper City Hall: Minor home repair program, they probably get the money through that.

257

00:36:59.450 --> 00:37:08.210

Cooper City Hall: It's a community development block grant. They're just... because they're above us in population size, they get to administer it directly, where we're forced to kind of go through the county.

258

00:37:08.620 --> 00:37:16.310

Cooper City Hall: And so the county, like, limits our things, but we would then have to hire an administrator to administer the program, too. It's a lot of work, so you have to...

259

00:37:17.100 --> 00:37:18.010

Cooper City Hall: you know...

260

00:37:18.850 --> 00:37:22.630

Cooper City Hall: It's just... I understand it's a great idea, but I'd only want to do it for the poor people.

261

00:37:23.440 --> 00:37:29.950

Cooper City Hall: And it's a lot of work to administer it, so... Consensus, so you're not...

262

00:37:31.360 --> 00:37:33.240

Cooper City Hall: What do you have to say? I think...

263

00:37:33.640 --> 00:37:40.389

Cooper City Hall: your heart's in the right place. I think my concern is that the business of administering loans is going to be...

264

00:37:40.500 --> 00:37:43.599

Cooper City Hall: Cumbersome for us as a relatively small city.

265

00:37:44.570 --> 00:37:47.019

Cooper City Hall: Commissioner Smith. Thank you, Mayor.

266

00:37:47.180 --> 00:37:52.180

Cooper City Hall: Commissioner Malozzi, you were here as a commissioner before, is that a correct statement?

267

00:37:53.520 --> 00:38:01.239

Cooper City Hall: 12 years? Yeah. Did you ever institute something like this, or need to institute something like this before? I tried. What happened? We didn't have the money.

268

00:38:01.360 --> 00:38:09.590

Cooper City Hall: And as Commissioner Schroeder keeps on saying, a certain word, Not in the business,

269

00:38:09.920 --> 00:38:27.949

Cooper City Hall: Jacob, is this even legal for us to engage in? So there are a couple things just to put on the floor. So there's a provision in the Florida Constitution that prohibits municipalities and government in general from pledging its credit, pledging its taxing authority, essentially operating as a lender.

270

00:38:27.950 --> 00:38:41.410

Cooper City Hall: If you're talking about grant funds, and I don't know if I know enough about the program Commissioner Malozzi's describing, there may be a different opportunity, but if we were securing any of that debt, any of that lending with ad valorem tax dollars, there would be an issue under the Constitution.

271

00:38:41.570 --> 00:38:43.489

Cooper City Hall: Alright, thank you. I have nothing else, Mayor.

272

00:38:43.670 --> 00:38:44.590

Cooper City Hall: I didn't know that.

273

00:38:45.230 --> 00:38:46.790

Cooper City Hall: So where would you get funding from?

274

00:38:49.190 --> 00:38:52.310

Cooper City Hall: Well, if you're looking for a grant, then you're not asking for a loan.

275

00:38:53.620 --> 00:38:59.370

Cooper City Hall: If I understand you right. I'm looking for the grant to be able to give

276

00:38:59.370 --> 00:39:16.280

Cooper City Hall: loans to the residents for those repairs. Oh, it's not tax dollars? No, it would be... it would not be our tax dollars. So the question is... So it would not fall under being under... under being illegal... Do we agree with asking Renee to spend a little bit of time to do a cursory search

277

00:39:16.820 --> 00:39:19.159

Cooper City Hall: Or call Hollywood and ask how they did that?

278

00:39:19.380 --> 00:39:23.620

Cooper City Hall: I don't mind if it's gonna take her, like, you know, a little bit of time, but I don't want to send her on a...

279

00:39:23.760 --> 00:39:24.800

Cooper City Hall: Like a hunt.

280

00:39:24.980 --> 00:39:33.089

Cooper City Hall: Well, I don't want her to spend her time if y'all aren't gonna... Well, if it's free money, I'm okay with that. I like free money. Okay.

281

00:39:34.600 --> 00:39:36.570

Cooper City Hall: Would that be, like... I wouldn't mind doing that.

282

00:39:37.280 --> 00:39:40.450

Cooper City Hall: As long as the city manager, you know when to pull the plug. Yes.

283

00:39:41.460 --> 00:39:48.209

Cooper City Hall: Well, plug, it should be, like, a half hour. That's what I'm saying. Yeah, okay. That's including wait time. Okay. Yeah, alright.

284

00:39:50.320 --> 00:39:51.430

Cooper City Hall: May I mayor?

285

00:39:53.070 --> 00:40:13.430

Cooper City Hall: Next item. Alright, now we're on item 11. There you go. Alright, Resolution 2616, take 2. A resolution of the City Commission, the City of Cooper City, Florida, appointing Michelle Gonzalez to serve as the City's Innovations and Community Engagement Director, in accordance with Section 4014C of the City Charter, fighting for conflicts, fighting for severability, and fighting for an effective date for your consideration. Thank you.

286

00:40:14.670 --> 00:40:17.999

Cooper City Hall: Everybody jump at one time. Motion. Need a second?

287

00:40:18.210 --> 00:40:19.110

Cooper City Hall: I'll second it.

288

00:40:19.910 --> 00:40:21.360

Cooper City Hall: Commissioner Smith.

289

00:40:22.730 --> 00:40:32.039

Cooper City Hall: Mayor, thank you. I would like to go ahead and yield my time to City Manager so he could go ahead and give further insight to the Commission on this. Thank you. We can go back to you.

290

00:40:33.590 --> 00:40:35.659

Cooper City Hall: Yeah, yeah. Thank you, Commissioner.

291

00:40:36.510 --> 00:40:37.580

Cooper City Hall: the...

292

00:40:37.750 --> 00:40:47.690

Cooper City Hall: position that we're really looking to bring in is one that was added in the, in the budget during the last year discussions. It is really intended to address

293

00:40:48.090 --> 00:41:02.590

Cooper City Hall: multiple different deficiencies that we have in the city, including the... trying to maximize the benefit that we got from the different computer systems that we have implemented, many of them

294

00:41:02.670 --> 00:41:13.379

Cooper City Hall: Have been here for years, but we're utilizing 60-70% of the capacity of the systems. Looking at the integration of the systems among each other,

295

00:41:13.870 --> 00:41:20.130

Cooper City Hall: At the same time, looking at how to make our... Work...

296

00:41:20.170 --> 00:41:39.280

Cooper City Hall: be done more efficiently. We are going to be looking at implementing a work order management system, so we know who is doing what, when, where, in the organization, so we have better control of all of the, you know, staff in the organization, and trying to

297

00:41:39.310 --> 00:41:45.250

Cooper City Hall: Maximize the work that exists, being able to prioritize the work that is being done.

298

00:41:46.110 --> 00:41:58.449

Cooper City Hall: And the third piece of this is really is providing a strategic direction to the communications group. We have, I think, two very hard-working individuals in the communication group.

299

00:41:58.450 --> 00:42:09.639

Cooper City Hall: But aligning the, the communications program with some more, overall city strategies, I think that part is missing a little bit.

300

00:42:10.480 --> 00:42:22.870

Cooper City Hall: So I'm recommending to bring Mrs. Gonzalez to really help push the city forward in terms of the, you know, technology and efficiency. I think that the,

301

00:42:22.870 --> 00:42:34.239

Cooper City Hall: the investment that we're... this is... I see this as an investment, and it's an investment that is going to pay back into the way that we run the city into the future. Thank you.

302

00:42:34.330 --> 00:42:35.630

Cooper City Hall: Commissioner Smith.

303

00:42:36.410 --> 00:42:54.070

Cooper City Hall: Thank you, Mayor. There's a couple things I think we've all agreed on over the last year. We've had some strategic innovations that we wanted to see implemented.

We identify ourselves with, someplace special, which means community involvement, and engagement.

304

00:42:54.480 --> 00:43:03.300

Cooper City Hall: In addition, we've added some technology, and we continue to have programs that we've asked our city manager to deploy, and we've asked him

305

00:43:03.500 --> 00:43:11.810

Cooper City Hall: Not to be the direct individual doing it, and to get someone on the staff that could help initiate this.

306

00:43:12.850 --> 00:43:30.969

Cooper City Hall: As I look through the resume, I see plenty of, of exactly what we're asking for. Project management experience, community involvement, plenty of planning, and specifically, community development.

307

00:43:31.580 --> 00:43:51.570

Cooper City Hall: With a background of all that, with our city manager that we've asked him to go ahead and bring us into a technology-positive position, and the fact that all of us have been looking for communication throughout the city to be at its peak performance, I completely support this. Thank you, Mayor.

308

00:43:51.570 --> 00:43:53.599

Cooper City Hall: Thank you. Commissioner Malozzi. I'm good.

309

00:43:53.800 --> 00:43:55.550

Cooper City Hall: Commissioner Katzmann.

310

00:43:58.740 --> 00:44:02.790

Cooper City Hall: My decision... Is in no way...

311

00:44:03.680 --> 00:44:08.629

Cooper City Hall: Relevant to the position, the person applying for the position.

312

00:44:08.790 --> 00:44:13.660

Cooper City Hall: But I think The proposed salary is...

313

00:44:14.700 --> 00:44:22.670

Cooper City Hall: combined with benefits is looking at about a quarter million dollars a year, and I don't think that this position warrants that.

314

00:44:25.780 --> 00:44:29.829

Cooper City Hall: Commissioner Schrouder? I have nothing. I have nothing. Call the vote.

315

00:44:31.280 --> 00:44:37.159

Cooper City Hall: Commissioner Smith? Yes. Commissioner Malozzi? No. Commissioner Katzmann? Commissioner Schrouder?

316

00:44:37.480 --> 00:44:39.619

Cooper City Hall: Yes. Mayor Curran? Yes.

317

00:44:42.860 --> 00:44:59.320

Cooper City Hall: Item 12, Mayor Commissioner, Resolution 2617, a resolution of the City Commission, City of Cooper City, Florida, approving and adopting the City of Cooper City Parks and Recreation Master Plan attached to Exhibit A, fighting for conflicts, finding for severability, and providing for an effective date. Need a motion for discussion?

318

00:44:59.770 --> 00:45:01.620

Cooper City Hall: Motion. Second.

319

00:45:03.970 --> 00:45:13.300

Cooper City Hall: You got a presentation or something you want to do with this? Yes, we have the staff here from Miller Lake, who's the consultant who did the study.

320

00:45:14.970 --> 00:45:26.050

Cooper City Hall: Mayor, Commissioners, Mr. Manager, thank you. We want to be respectful of your time, because, so we'll abbreviate this presentation and get through it, get to the meat of it real quick. So let's just...

321

00:45:28.410 --> 00:45:35.960

Cooper City Hall: Going in the right direction. Okay, the planning process, you all have been through it, we've been at it for about a year now, so, let's... let me...

322

00:45:37.240 --> 00:45:49.949

Cooper City Hall: We did, inventory analysis here, and by the way, I'm sorry, my name is Jack Cardis, I'm Senior Recreation Planner with Miller Legg, and this is, Lumi Fuente. She is the project manager and a landscape architect with Miller Legg.

323

00:45:49.950 --> 00:46:12.460

Cooper City Hall: So we did do the full inventory. We looked at your level of service. Your level of service is absolutely outstanding as a city, with your 8.3 acres right now per 1,000 residents. Your comp plan calls for 6 acres. You're way beyond that. Great job. You're at your walkability, your 10-minute walk, which is the national standard used.

324

00:46:12.460 --> 00:46:37.439

Cooper City Hall: everything in your community, when you add the golf course and you add Piccolo Park in there at the southern end of it, you guys are spot on. You meet all of the state and exceed all of the state benchmarks for your recreation facilities, for the number of ball fields that you have. Same with NRPA, the only exception being community gardens and an amphitheater were the only things that were out of line with the national standards

325

00:46:37.710 --> 00:47:01.640

Cooper City Hall: But you're, but you're at 100% walkability. We did the surveys, and good, jump to that. We did, 963 surveys, with 656 of those were statistically valid, mailed-out surveys. 307 were an open link. We did 2 community meetings, and we did more than a dozen stakeholder meetings, and the key findings that we had in this particular

326

00:47:01.640 --> 00:47:15.040

Cooper City Hall: area was that there was 12 items that you all... that everybody combined talked, about as important to the city, and that was maintaining and improving the existing parks.

327

00:47:15.040 --> 00:47:23.940

Cooper City Hall: Additional shaded outdoor areas, developing interconnected open space systems, the parks and greenways and trails, expanding pickleball courts.

328

00:47:23.940 --> 00:47:41.570

Cooper City Hall: Providing additional multi-purpose fields and courts, updating and improving playgrounds, providing and improving comfort and amenities, providing and improving autism and ADA-friendly features, improving park maintenance, developing a new aquatic feature, a splash pad and spray ground.

329

00:47:41.570 --> 00:47:50.720

Cooper City Hall: Advertising and marketing parks better using, emails and social media, and security improvements that include lighting and security cameras throughout.

330

00:47:51.820 --> 00:48:13.690

Cooper City Hall: So, we looked also, you've reorganized your Park and Recreation department. Everything looks great and is aligned, and we also want to compliment you on the playground. Your playground upgrades at Memorial, Fartleman, and at City Mike Park are outstanding. They meet ADA compliance. Everything you guys are doing is going in the right direction with your CIP program.

331

00:48:13.870 --> 00:48:21.640

Cooper City Hall: So, with that, I'm going to turn it over to Lumi so she can talk about the vision of the Master Plan itself and the four categories that we've broken it down into.

332

00:48:23.130 --> 00:48:24.200

Cooper City Hall: Alright.

333

00:48:24.290 --> 00:48:48.769

Cooper City Hall: Thank you all. So, part of, all the great stuff that they are currently working on, we really wanted to focus on enhancing, before we even propose anything new, right? What we have, making sure your facilities are up to par, as well as any amenity updates that are needed, throughout your park system. Connection in your parks, your, your trails within your parks.

334

00:48:48.870 --> 00:48:51.279

Cooper City Hall: The parking near...

335

00:48:51.280 --> 00:49:13.220

Cooper City Hall: pedestrian mobility in your parks, that connection is, is one goal. And then expansion of your outdoor and indoor recreation facilities as our population is growing, and there's a need for that as well. And our fourth goal really is, renewment of your management and operations systems.

336

00:49:14.030 --> 00:49:32.560

Cooper City Hall: And these are just, a broad view of the visions, from your community centers to your pool and tennis center, from your smaller neighborhood parks, like Dawn Park and Diamond Head Park, all the way to your larger parks, like Sue Helen and, Bill Lips Park.

337

00:49:32.560 --> 00:49:49.110

Cooper City Hall: But what I want to go into was what were the changes from the last time we met, in the Commission workshop. Some of the changes have been more of a priority of what's, it aligns with your current adopted capital improvement plan.

338

00:49:49.110 --> 00:50:02.589

Cooper City Hall: So there's some changes to that. There's a short term, since the master plan is to seek out the next 10 years, there's a short term, which is 1 to 3 years, a mid-term, 4 to 6, and then long-term is 7 to 10.

339

00:50:02.590 --> 00:50:04.280

Cooper City Hall: With that.

340

00:50:04.280 --> 00:50:27.369

Cooper City Hall: Part of it, the changes were making sure that, repayment of the community center was done in 2025. Bill Lips would really, the, the lighting upgrades, would, timeline is 2026 to 27. And a big one was, making sure in the long term for Bill Lips is when we renew.

341

00:50:27.370 --> 00:50:45.639

Cooper City Hall: re- renew the actual restrooms there. We're looking at a storage, added storage space in that Bill Lips, area in the restroom, as well as, opportunities for a concession stand there. So that is pushed out to the long term, as that is a big ticket item.

342

00:50:45.690 --> 00:50:53.250

Cooper City Hall: And the Christie Shaffley Park, really is improvements to your trails, but more than anything is, putting a

343

00:50:53.600 --> 00:51:12.140

Cooper City Hall: a look for the future, after, actual discussions with the residents of opportunities for, what's to come in that park, other than just improving the current playground, and your trails in that park, as well as the dog park and, the sand volleyball.

344

00:51:12.480 --> 00:51:34.550

Cooper City Hall: Cooper's Point Park actually got moved up to midterm. Diamond Head Park, we re-looked at it, and so we kept the racet courts, instead of switching them to pickleball, as they're currently really, have a need still, and we want to make sure there's some opportunity for racquetball, courts throughout the city.

345

00:51:34.830 --> 00:51:45.850

Cooper City Hall: Encore, Park, got moved up, to a higher priority to short-term, and that's really mainly the playground. Flamingo West got pushed,

346

00:51:46.220 --> 00:51:59.819

Cooper City Hall: towards the long term, as that's one of your latest, parks, as well as Forest Lake, park got moved up towards a higher priority of short-term within your, one to three years on the playground.

347

00:51:59.830 --> 00:52:10.840

Cooper City Hall: Memorial Park, just making sure, we're looking at it, maintaining it how it is, just making sure we're upgrading the infrastructure for event spaces here.

348

00:52:11.070 --> 00:52:21.719

Cooper City Hall: And City Mike, we made sure we added, the trail improvements within the park, and then dock park improvements on there, and moved it up to the midterm.

349

00:52:22.010 --> 00:52:32.130

Cooper City Hall: And then Monterra Dog Park, we just made sure that there was not, that that is onto Monterra, and it doesn't fall on any budget constraints of the city.

350

00:52:32.130 --> 00:52:48.860

Cooper City Hall: Sterling Palm Park got moved up, actually got moved from midterm to long-term, and then Sue Ellen, we looked at that as there's a current plans going on, but making sure that maybe two added, pickleball courts, but not a whole complex, on there as well.

351

00:52:49.020 --> 00:52:56.439

Cooper City Hall: And that got moved, to midterm, just as the current, plans are happening in Sweden as well.

352

00:52:56.470 --> 00:53:15.749

Cooper City Hall: And then Tamarin Park, added tennis courts upgrades, and then removed the recommendation of removing the racquet courts from there. And this got moved up to short-term. As well as Ted Faroon, racquet courts to pickleball instead of just removing the courts, and then added, fitness area upgrades.

353

00:53:15.750 --> 00:53:24.400

Cooper City Hall: and added trail improvements. And Pioneer Middle School, we, looked at it again, and again, this is long, taking a look at.

354

00:53:24.400 --> 00:53:39.040

Cooper City Hall: Partnership with the school, and these are part conversations, it's just big picture, but making sure, baseball field upgrades, one tennis court upgrade, and then a refurbishment, to pickleball, one of the tennis courts.

355

00:53:40.800 --> 00:53:58.749

Cooper City Hall: So when you're looking at the short term, which is your 1 to 3 years, our plan aligns with your current capital improvement plan as well. And mainly the improvements are gonna be in Billups, Christie Shaffley, Dawn Park, Encourt Park, Forest Lake Park, Tamarin Park, Ted Ferrone, and...

356

00:53:58.750 --> 00:54:02.069

Cooper City Hall: Looking at the opportunities with, Pioneer Middle School.

357

00:54:02.420 --> 00:54:19.040

Cooper City Hall: Again, some of the new development is making sure we're, apart from the master plan, and this is kind of the core document that you do have, we are doing, supplemental plans, which, include an ADA transition plan specifically for your parks.

358

00:54:19.040 --> 00:54:22.700

Cooper City Hall: And that's why making sure this is able to

359

00:54:22.720 --> 00:54:33.950

Cooper City Hall: be implemented with ADA accessibility throughout, as well as, marketing improvements and communication with the public, targeting and branding of your parks.

360

00:54:34.050 --> 00:54:41.099

Cooper City Hall: In the midterm, we really are... the same applies for marketing ADA accessibility, and trails.

361

00:54:41.110 --> 00:54:56.529

Cooper City Hall: Which, within the park as well, and improvements, it's really the community center, the pool and tennis Center, Suellen, Chase Park, Cooper's Point Park, Diamond Head, LA COSAC, and then Flamingo West Park, and City Mike.

362

00:54:56.560 --> 00:55:08.900

Cooper City Hall: Park, some improvements there. And then big picture in the long run, looking at, really improvements to your community center or allocated spaces with partnerships.

363

00:55:08.900 --> 00:55:18.090

Cooper City Hall: Our public-private partnership opportunities out there, making sure we have, upgrades to an outdoor event space.

364

00:55:18.090 --> 00:55:21.469

Cooper City Hall: And then marketing ADA accessibility, as well as trails.

365

00:55:21.470 --> 00:55:39.029

Cooper City Hall: So towards the end, would be really the Bill Lips Sports Complex, more of the restroom and indoor space that could be upgraded there. Colinady Park, Homes of Forest Lakes, Jerry Morgan Park, Memorial Park, Natalie's Cove Park, Pine Lake Park.

366

00:55:39.030 --> 00:55:41.459

Cooper City Hall: and Poisiana and Sterling Park.

367

00:55:45.050 --> 00:56:01.610

Cooper City Hall: Okay, so part of the big, first is the majority of your costs for 10-year outlook really would come from Goal 1, which is enhancement of the existing, facilities and parks that we currently have.

368

00:56:01.670 --> 00:56:10.490

Cooper City Hall: Long... short-term, we have 9.2. Midterm, you're looking at 9.2, and then long-term is, 7.4.

369

00:56:10.490 --> 00:56:26.169

Cooper City Hall: Again, this is just allocating and potential planning ahead for the future. There's another process, and once every year when you adopt a capital improvement, you... we will take pieces of the master plan. It's... it's...

370

00:56:26.180 --> 00:56:31.920

Cooper City Hall: It's a guideline, right? It's a roadmap of a big picture, what we could use.

371

00:56:35.690 --> 00:56:46.280

Cooper City Hall: I just do want to highlight, the current work and the priorities that we are placing into the playgrounds, but I do want to highlight

372

00:56:46.490 --> 00:57:03.880

Cooper City Hall: as a landscape, you know, designer as well out there, and being able to see, and know the knowledge of inclusivity of playgrounds, I would really, applaud you for the work that's currently be done at the Suellen Playground and the City Mike Playground as well.

373

00:57:04.100 --> 00:57:08.729

Cooper City Hall: as a playground here at Memorial, because there really are inclusive playgrounds.

374

00:57:08.730 --> 00:57:25.409

Cooper City Hall: with those great features, and love to see, further implementation of these in the other playgrounds. As you can see here, this is really the target, from short-term to mid-term and long-term, that all playgrounds throughout the city are being,

375

00:57:25.720 --> 00:57:27.319

Cooper City Hall: Upgraded on this.

376

00:57:27.780 --> 00:57:50.490

Cooper City Hall: For Goal 2, which is the connection, we have amazing trails inside your parks, walking spaces. This was something highly, seeked from the survey and from the public input, that, you know, one of the best leisure activities that they do is just walking or, along these trails.

377

00:57:50.490 --> 00:57:53.449

Cooper City Hall: Now, with this comes some upgrades, because as...

378

00:57:53.450 --> 00:58:04.200

Cooper City Hall: Beautiful, as our city has these trees, they do, uplift some of these trails, so we recommend allocating funding for this, throughout the years as well.

379

00:58:04.320 --> 00:58:23.439

Cooper City Hall: And this, also includes fitness stations throughout these trails, and then parking areas, improvements, accessibility to these parks, as well into this goal. Goal number 3 really talks about, multifunctional indoor space.

380

00:58:23.500 --> 00:58:40.350

Cooper City Hall: And this is a long term to just, look at the opportunities for a public-private opportunity, or grants for indoor recreation space, as our population continues to grow.

381

00:58:43.040 --> 00:58:49.809

Cooper City Hall: As well as an outdoor event space in the future, not only just at Memorial... Memorial Park.

382

00:58:50.470 --> 00:59:03.680

Cooper City Hall: And then goal, number 4 really includes, the enhancing the maintenance plan of your parks, the updating of marketing and brand campaign for promoting your current.

383

00:59:03.680 --> 00:59:19.869

Cooper City Hall: programs and events at your parks, as well as what is available out there in your parks in general. Expansion of the technology of Wi-Fi, and then making sure we're implementing diversity of methods of communication.

384

00:59:19.870 --> 00:59:37.529

Cooper City Hall: And looking at expanding partnership opportunities with your schools and private organizations or nonprofit organizations, as well as improving across the City Inner Parks, ADA, and Autism Friendly, and be able to implement these.

385

00:59:38.580 --> 00:59:46.819

Cooper City Hall: For the short term, in total of all our goals, you're looking at $12.5 million, to think of.

386

00:59:46.920 --> 01:00:02.119

Cooper City Hall: and allocating funds, and I'll share a little bit more of the funding strategies behind this. Midterm is $13 million, approximately, and then long-term, which is really further out, and it just depends on opportunities that we have.

387

01:00:02.120 --> 01:00:09.049

Cooper City Hall: For partnerships or grants as well, you're looking at $40.9 million.

388

01:00:10.130 --> 01:00:31.179

Cooper City Hall: So I'll highlight some of the funding strategies. You know, obviously we have our CIP, but you really take a look at your user fees and your programs and what the current residents are using, and we want to bring it back, back into the city and making sure that these user fees are being implemented, in upgrades to your parks as well.

389

01:00:31.180 --> 01:00:42.640

Cooper City Hall: But the main one really is grants, and I know that we have a wonderful grant writer here with Renee, and there's a lot of opportunities by having a master plan in place.

390

01:00:42.640 --> 01:00:47.279

Cooper City Hall: And having a big roadmap guideline to serve you.

391

01:00:47.280 --> 01:01:01.749

Cooper City Hall: There are about $27 million grants available, for parks and recommendations. This includes facilities, fields, baseball courts, as well as trails within your parks.

392

01:01:01.750 --> 01:01:15.700

Cooper City Hall: And the good thing is that Renee knows very well, you know, you could grant stack these, and we could look for opportunities and be able to implement, off of the master plan, what grants applies to each recommendation as well.

393

01:01:18.140 --> 01:01:19.959

Cooper City Hall: Just want to thank you for your time.

394

01:01:23.370 --> 01:01:24.120

Cooper City Hall: Go ahead.

395

01:01:25.050 --> 01:01:26.609

Cooper City Hall: Commissioner Schroider?

396

01:01:27.420 --> 01:01:33.710

Cooper City Hall: You were talking about the improvements at, Jay Katzman Playground, the handicap Accessible?

397

01:01:34.050 --> 01:01:38.679

Cooper City Hall: And the yellow page here, you have the community,

398

01:01:38.890 --> 01:01:41.349

Cooper City Hall: It says, Community Needs Assessment.

399

01:01:42.120 --> 01:01:46.229

Cooper City Hall: Like... 68, page 68 of this spiral.

400

01:01:47.150 --> 01:01:50.280

Cooper City Hall: Was this based off of, the survey?

401

01:01:50.730 --> 01:01:56.150

Cooper City Hall: No, those were actual individual engagements, the... give me one sec.

402

01:01:59.230 --> 01:02:00.060

Cooper City Hall: Okay.

403

01:02:04.260 --> 01:02:05.600

Cooper City Hall: Commissioner Malozzi.

404

01:02:08.140 --> 01:02:14.770

Cooper City Hall: Oh, she was still... Two things. Oh, I'm sorry, I'm sorry. Yeah, she was trying to get a book to answer the question. Oh, sorry. Yeah.

405

01:02:18.050 --> 01:02:23.590

Cooper City Hall: page 68? Yeah. It's really our,

406

01:02:23.930 --> 01:02:31.220

Cooper City Hall: It was a particular meeting that we had with a Todd parent, and there were focus groups meetings on that one.

407

01:02:31.590 --> 01:02:39.479

Cooper City Hall: So, this is for, Director, no, the new one.

408

01:02:39.960 --> 01:02:49.070

Cooper City Hall: The new director. Gonzalez. Gonzalez. Gonzalez, okay. So several of these things on here talk about our website.

409

01:02:50.720 --> 01:02:56.999

Cooper City Hall: are... it says, confusing optimists versus City Programming Access,

410

01:02:57.700 --> 01:03:05.060

Cooper City Hall: And there's different things on there. Improved communication on programs, website issues... These are all, like, hints.

411

01:03:05.500 --> 01:03:07.020

Cooper City Hall: You know,

412

01:03:07.310 --> 01:03:14.680

Cooper City Hall: So, it looks like a lot of our... we might have the technology, but it's not being implemented, so...

413

01:03:15.140 --> 01:03:16.870

Cooper City Hall: Is that what that, you know...

414

01:03:17.220 --> 01:03:35.489

Cooper City Hall: I could... I could tell you that, a lot of the feedback was that trying to find where the programs were available, and even though we do offer them, is just, maybe the communication or the ease of, actually registering for a program, so, yes.

415

01:03:35.670 --> 01:03:44.870

Cooper City Hall: Okay. And so, those were, like, hints. And then... Okay, so...

416

01:03:46.170 --> 01:03:54.590

Cooper City Hall: This is to my colleagues. So these things are great, we pay, like, a lot of money for this, right? But if we don't, like, really buy into it, they're useless.

417

01:03:55.470 --> 01:04:02.850

Cooper City Hall: So, I think we should consider maybe doing, a workshop where we each have our... some priorities, and we...

418

01:04:03.080 --> 01:04:05.529

Cooper City Hall: Agree on what we're gonna attack.

419

01:04:06.090 --> 01:04:12.319

Cooper City Hall: And then we attack those things, because what happens is we... we end up doing side things, and... and, like.

420

01:04:12.550 --> 01:04:17.940

Cooper City Hall: The beautification plan. Technically, we agreed on that plan, we agreed on those monument signs.

421

01:04:18.280 --> 01:04:31.640

Cooper City Hall: we did a lot of work, we adopted a plan, and then we voted down actually implementing the plan. So I would rather we adjust the plan, and we're all guilty of it, I'm guilty, everyone's guilty of advocating for things that are important to them.

422

01:04:31.640 --> 01:04:41.500

Cooper City Hall: And we should just try to go back to the plan each time and do it, and probably when a commission changes, it should probably be revisited, right? Because you have a different group, and I understand, like, the

423

01:04:41.830 --> 01:04:46.890

Cooper City Hall: signage one started probably before you got, you know. So... But...

424

01:04:47.100 --> 01:04:58.710

Cooper City Hall: then staff can be... can come to us when either I have a thing I want to do, or Malozzi wants to grow a garden, and they go, Malozzi, you gotta change the garden plan.

425

01:04:58.920 --> 01:05:01.980

Cooper City Hall: To do it. So, if we all kind of agree on that.

426

01:05:03.550 --> 01:05:11.110

Cooper City Hall: Part of their, part of their plan was $26 million is available in potential grants that are out there.

427

01:05:11.850 --> 01:05:20.850

Cooper City Hall: No, I'm just... but if we... I would prefer, if anything, I like your plan, but I would like us to have a fluid...

428

01:05:21.140 --> 01:05:40.520

Cooper City Hall: approach, because if Renee can get grants for something, and we need to change our focus because we have a 50% grant, or a matching grant, then that's where we want to go. But, like, I have ideas. There's a lot of things I really... like, so, we could just vote to adopt this, but there's a lot of things here I really could care less about, and I care more about other things.

429

01:05:40.520 --> 01:05:43.489

Cooper City Hall: Like, connectivity, I don't really care about. I don't care about it at all.

430

01:05:43.560 --> 01:05:48.729

Cooper City Hall: I really want to see something brick and mortar. At some point, I would like to see

431

01:05:49.000 --> 01:05:57.610

Cooper City Hall: Some type of ind... yeah, the amphitheater thing, the indoor, basketball, like, some of these things. Pool and tennis looks great, but...

432

01:05:58.130 --> 01:05:59.370

Cooper City Hall: It's from 1980.

433

01:05:59.680 --> 01:06:01.979

Cooper City Hall: You know? I mean, I'm ready to step up.

434

01:06:02.110 --> 01:06:13.019

Cooper City Hall: You know, out of 1980. Now, we can't, like... so I think we should all take time, come through our priorities, and then we all get a little bit, and we... then we commit to the plan.

435

01:06:15.200 --> 01:06:29.800

Cooper City Hall: Mr. Mayor. Mayor? Go ahead, Mr. Alex. Yeah, thank you, Mr. Mayor. I was just going to say that the timing is actually perfect, because in the next couple of months, we're going to start discussions on the budget, and as part of those workshops, I think having these discussions and

436

01:06:29.820 --> 01:06:41.369

Cooper City Hall: the Commission's narrowing down what in this book you want to get done will help build the budget, help us look for what... because we can be searching for grants, but if you tell us

437

01:06:41.490 --> 01:06:48.409

Cooper City Hall: what do you really want to get done in here? Then her search is much more narrower and everything else, and we can hit the marks better.

438

01:06:50.050 --> 01:06:55.750

Cooper City Hall: So we either divide up, we all get a little money on priorities, or we all agree on big items, and then we go for that.

439

01:06:57.290 --> 01:06:58.769

Cooper City Hall: Let's get a workshop scheduled.

440

01:07:00.670 --> 01:07:04.119

Cooper City Hall: Mayor, man. You already got your park, man, you're out, the money.

441

01:07:04.650 --> 01:07:15.190

Cooper City Hall: So, I appreciate all the work that went into this. I just noticed that the updates on the, on page 10 of the park changes...

442

01:07:17.090 --> 01:07:24.629

Cooper City Hall: I have some questions and concerns about the changes that were made moving things from short-term to long-term and long-term to short-term.

443

01:07:25.300 --> 01:07:28.399

Cooper City Hall: I bought into the plan originally.

444

01:07:29.030 --> 01:07:45.039

Cooper City Hall: I mean, I can go through them individually. For example, Bill Lips Sports Complex, updating the bathroom. The bathrooms at Bill Lips Sports Complex are the most disgusting bathrooms in the city. I don't think they should be moved to long-term.

445

01:07:45.170 --> 01:07:55.019

Cooper City Hall: Encore Park moved from midterm to short-term. I think, if that's the reason, if we're moving certain parks from

446

01:07:55.310 --> 01:08:14.899

Cooper City Hall: long-term to short-term, because of these, I would almost... personally, I would like to flip all of them. The next one is Flamingo West moved from midterm to long-term. Flamingo West is one of our three, as is Bill Lips, and combined with Suellen Sports Complex are the three

447

01:08:15.970 --> 01:08:21.240

Cooper City Hall: Most used parks, and it looks like on this list, those were taken from

448

01:08:21.910 --> 01:08:36.949

Cooper City Hall: mid- or short-term to long-term, and then other parks that have a lot less usage were taken to short-term. Another example, Sue Ellen Fartleman Sports Complex, we changed the pickleball courts,

449

01:08:37.439 --> 01:08:46.310

Cooper City Hall: Tamarin Park, we moved to short-term, Ted Ferrone, we moved to short-term, and Pioneer doesn't have a timeline, but I... but I would say that

450

01:08:46.460 --> 01:08:51.419

Cooper City Hall: you know, we should at least talk to the school board about fixing that up. So...

451

01:08:52.060 --> 01:08:57.009

Cooper City Hall: before we vote on this, I would like to reverse... That's what the workshop's for.

452

01:08:57.200 --> 01:09:01.649

Cooper City Hall: No, but we're voting to approve this work... the changes that they made.

453

01:09:01.910 --> 01:09:16.319

Cooper City Hall: Also, the restrooms from Flamingo West, it's not in this, but I saw on another sheet that it was moved from short-term to long-term, or from long-term to short-term. Those bathrooms are the newest bathrooms. I don't think we need to renovate them right now.

454

01:09:16.479 --> 01:09:23.370

Cooper City Hall: So I just... I love this plan, I love the idea of the plan, but I don't agree with the changes.

455

01:09:25.930 --> 01:09:38.779

Cooper City Hall: I believe that in this case, the workshop should be able to handle the changes that you're doing. The plan gives you a broad scope as to all the things that need to be done.

456

01:09:38.779 --> 01:09:56.279

Cooper City Hall: But in terms of what is going to be done first, in the workshop, through the budget process is where you're going to be able to allocate the money for that. So, I think we can accomplish exactly what you're looking for in the workshop, and through the budget process. I appreciate that, Mr. Manager. It's just concerning to me that we're...

457

01:09:56.660 --> 01:10:13.109

Cooper City Hall: voting on the plan now. We didn't vote on it before, but we're voting on it now with all of these changes, and I don't want it to be lost thinking that the Commission thinks all these changes are great. Maybe... maybe I'm overruled, but I don't like the changes.

458

01:10:13.640 --> 01:10:18.109

Cooper City Hall: I agree, but I don't want to adopt a plan. That's what I was saying, I wanted to...

459

01:10:18.750 --> 01:10:24.809

Cooper City Hall: like, discuss... Oh, you don't want to vote on it at all tonight. No, because I want to actually follow the plan.

460

01:10:25.040 --> 01:10:31.420

Cooper City Hall: So I don't want to implement the plan, you know what I mean? I want to have the workshop to then...

461

01:10:31.630 --> 01:10:33.490

Cooper City Hall: Implement this, you know.

462

01:10:33.940 --> 01:10:40.640

Cooper City Hall: Because here's the thing, the way I envision it, okay, is you're gonna come up with a certain amount of money in these categories.

463

01:10:41.050 --> 01:10:45.030

Cooper City Hall: And then we're going to discuss, at a workshop or meeting.

464

01:10:45.150 --> 01:11:02.129

Cooper City Hall: these priorities, however we do it, whether we agree on the spending all the money, or whether we each get our allocations, and then that gets put in, and then you adopt that plan like that, and then you operate only off that plan. And when we ask for other things, you come to us and say, but that's not in the plan, so why don't we amend the plan priority?

465

01:11:02.460 --> 01:11:08.460

Cooper City Hall: And with that, Let me try to address a comment, because

466

01:11:09.930 --> 01:11:21.590

Cooper City Hall: If you adopt the plan, you can always make modifications to the plan, okay? And it is a working plan, it is not a plan that's gonna sit on a bookshelf.

467

01:11:21.890 --> 01:11:40.599

Cooper City Hall: there is value to having an adopted plan for grant purposes. Okay. Because when you're going to the, you know, to any... with any of the things that we do, if you go to the agencies and say, this is part of a master plan that has been officially adopted by the city, that adds weight to the grant process.

468

01:11:40.970 --> 01:11:50.429

Cooper City Hall: Doesn't mean that, the suggested small, medium, and large cannot be modified individually, whatever, you know, with every budget.

469

01:11:51.340 --> 01:12:02.019

Cooper City Hall: The other part that you said, though, I agree 100%. A good plan is the one that gives priority to the things in the plan, other than the idea of the day.

470

01:12:02.130 --> 01:12:15.439

Cooper City Hall: You know, and I think that part is truly important, and if there's going to be a new idea, then it's got to be measured against everything else in the plan before you say, oh, that's the flavor of the day, I'm going to just deviate from that.

471

01:12:15.740 --> 01:12:16.689

Cooper City Hall: Oh, thank you, Mr. Mayor.

472

01:12:16.790 --> 01:12:25.119

Cooper City Hall: Okay, so I'm okay adopting this... this is really a capital project... I mean, a master plan for capital projects. There's not much in here about programming.

473

01:12:25.540 --> 01:12:32.140

Cooper City Hall: Right? Okay, so, but I'm okay with adopting this temporary plan.

474

01:12:33.880 --> 01:12:35.970

Cooper City Hall: Knowing that the funding schedules might...

475

01:12:36.150 --> 01:12:42.890

Cooper City Hall: No, no, the schedules are going to be posted correctly every year. Would that be okay?

476

01:12:43.670 --> 01:12:48.739

Cooper City Hall: I would say... It should be pulled out during budget season. We haven't heard from everybody yet, but... oh, go ahead.

477

01:12:49.050 --> 01:12:50.669

Cooper City Hall: It should be pulled out every year.

478

01:12:51.640 --> 01:12:55.819

Cooper City Hall: If there's either... and if a grant pops up, then you should just automatically send us

479

01:12:55.920 --> 01:12:59.820

Cooper City Hall: 3 of the items that fit in that criteria.

480

01:13:00.100 --> 01:13:03.980

Cooper City Hall: Cause I could... I could go very easily...

481

01:13:04.420 --> 01:13:09.489

Cooper City Hall: With a grant being large or small, Pulling something out of here.

482

01:13:09.680 --> 01:13:11.249

Cooper City Hall: That's not in the next order.

483

01:13:12.180 --> 01:13:14.989

Cooper City Hall: doing that. So I'm okay with trusting staff.

484

01:13:15.370 --> 01:13:19.260

Cooper City Hall: To that point, as far as grants and stuff go like that. As far as...

485

01:13:19.480 --> 01:13:26.449

Cooper City Hall: The whole plan, I think it should be, every year as part of our budget, we should look at this and see how much money we have allocated and what we can do with it.

486

01:13:27.060 --> 01:13:30.780

Cooper City Hall: Their 1 and 2 and 3 may not be what the resident thinks are 1, 2, or 3.

487

01:13:31.140 --> 01:13:32.500

Cooper City Hall: So we'll have to go for there.

488

01:13:32.920 --> 01:13:34.130

Cooper City Hall: But I'm good so far.

489

01:13:35.560 --> 01:13:36.810

Cooper City Hall: Commissioner Smith?

490

01:13:37.920 --> 01:13:43.800

Cooper City Hall: Thank you, Mayor. Good discussion, I agree. Let me tell you where I agree.

491

01:13:43.840 --> 01:13:55.220

Cooper City Hall: I agree where, the city manager said, let's get a plan so at least we can start working on the grant aspects. I want to ask, is it fair to assume that when

492

01:13:55.220 --> 01:14:04.810

Cooper City Hall: The consulting or the firm that's engaged with us right now connects with our current staff to come up with some of these priority shifts and moves, is that fair to assume?

493

01:14:06.130 --> 01:14:24.160

Cooper City Hall: No, their contract ends basically today. They have given recommendations as to what things we can get grants for, and then our staff, Renee, will basically pick it up from there, and she'll pursue the grants. If at some point we need additional detail, additional support.

494

01:14:24.220 --> 01:14:40.940

Cooper City Hall: for that specific grant application, that would be a separate, separate agreement. Understood. Mike, so, and a question that ties into Commissioner Castman's. Short-term, mid-term, and long-term, was this built out based upon

495

01:14:41.160 --> 01:14:54.820

Cooper City Hall: engagement with our city staff. Yes. So when... so when, for instance, things have been shifted, that was... there was a purpose that our city staff saw that they interacted with this team

496

01:14:54.930 --> 01:15:03.039

Cooper City Hall: that presented this tonight. Correct. Okay. So... so I then agree, once again, with, Commissioner Schrouder, that a,

497

01:15:03.080 --> 01:15:27.990

Cooper City Hall: essentially a workshop will be able to go ahead and drill down further, and I like the idea that with the Commission operating, that once we figure this out, Mr. Manager, I would ask that you keep us accountable to the final plan that the Commission decides through the workshop, so we can stay on the mark. Now, the only final question I have that you may not be able to give, you may.

498

01:15:27.990 --> 01:15:34.480

Cooper City Hall: I would, I would hope, but, for instance, short-term.

499

01:15:34.770 --> 01:15:48.059

Cooper City Hall: we've indicated, about... I don't know, I'm just gonna give a rough idea. Let's say it's a $9 million plan, but we've already gotten a certain amount of grant dollar amounts that would

500

01:15:48.120 --> 01:16:03.730

Cooper City Hall: dismiss some of that cost, plus we've changed some of our budgeting or interest of directions that we've been... that we've went to. Do you know, up to this point, let's just say, argument's sake, that what was presented,

501

01:16:03.730 --> 01:16:22.639

Cooper City Hall: short-term enhancements, year one, $9 million, how much we've already gained in grants? No, I don't have it off the top of my head. Okay. But I will have it for the workshop, for sure. Yeah, I just think that's good for our residents to really see what type of work the city staff has done, and where we're going, so... Alright, Mayor, thank you, I appreciate it. Commissioner Malozzi.

502

01:16:23.970 --> 01:16:36.869

Cooper City Hall: A few things. I agree with Commissioner Katzmann, but there's a few more things that I want to add. So, just like Pioneer Middle School, they want to make a tennis court, a pickleball court.

503

01:16:37.060 --> 01:16:54.029

Cooper City Hall: The reason that I don't think we can do that is the proximity to homes. So pickleball, believe it or not, is a very loud sport, and you have to be, because of the decibel level, you have to be, I want to say, 75 feet away from a home, is the standard regulation.

504

01:16:54.030 --> 01:17:08.730

Cooper City Hall: And those homes are right next to it. There's no buffer. So if we do any kind of upgrade there, we're going to have massive complaints from those homeowners because of the noise that the pickleball generates. That's one.

505

01:17:08.910 --> 01:17:22.630

Cooper City Hall: In Ted Ferrone Park, I specifically remember saying, do not convert the racquetball courts to anything, because people actually use those courts, and those are the only racquetball courts that we have in the city like that.

506

01:17:23.040 --> 01:17:38.430

Cooper City Hall: not only do people use it for racquetball, it's a great place to practice your young soccer children with receiving and sending the soccer balls. So when you remove that, you've just lost a service that we no longer can provide.

507

01:17:39.050 --> 01:17:46.210

Cooper City Hall: And I love pickleball, but it's... not everything is about pickleball. And the optimist uses it for batting practice, too.

508

01:17:46.410 --> 01:17:55.509

Cooper City Hall: They might... I remember that was the one where the ball went over the thing and almost hit the kid in the head that started the whole JR and Mark O'Connor situation with me, and I asked them not to...

509

01:17:56.110 --> 01:18:00.830

Cooper City Hall: I don't remember that. In the racquetball courts? Yeah, they went over, they went over when they were...

510

01:18:01.110 --> 01:18:03.430

Cooper City Hall: And almost hit a kid. Oh.

511

01:18:04.710 --> 01:18:06.270

Cooper City Hall: No, no.

512

01:18:07.370 --> 01:18:20.259

Cooper City Hall: Is that baseball? No baseball practice in the racquetball court. I asked them to do, and... Okay, and then the, or felonies later. In reference to Sue Ellen, with the two additional pickleball courts, where's that space coming from?

513

01:18:20.490 --> 01:18:30.600

Cooper City Hall: We looked at it, there are space for it, but this is well in... I know it's currently looked at, whole picture, but we...

514

01:18:30.600 --> 01:18:49.050

Cooper City Hall: It does fit, I can't have a map, really, to tell you. I think... well, the maintenance area at Swelling will have to be looked at as well. We looked at the parking, if it gets configured, there's opportunity there, and I think it could be work... reworked out best.

515

01:18:49.050 --> 01:19:01.339

Cooper City Hall: on that, and maybe the orientation of the, of the courts, but it, it would fit, but there needs to be more upgrades to Suellen, holistically for it to work.

516

01:19:01.370 --> 01:19:21.029

Cooper City Hall: if you're thinking about this, that's... and if you could add more, that's great, but if you... you cannot, in any way, shape, or form, take away parking. If you're reconfiguring, and you're not losing space, it's fine, but if you're looking at, in any way, shape, or form, removing parking, that's gonna be an issue, because as it is, it's impossible to park there

517

01:19:21.030 --> 01:19:31.849

Cooper City Hall: half the time, because everything is jam-packed. Where at? Sue Ellen. We're putting a... we're putting a parking garage in. Are we? Are we? You in the mouse in your pocket? No, we're at with a baseball dime. Parking garage.

518

01:19:31.950 --> 01:19:32.870

Cooper City Hall: Okay.

519

01:19:33.630 --> 01:19:42.769

Cooper City Hall: And, for Ted Ferrone, we could make that change, you know, in that you could add that for adoption clause. We could change,

520

01:19:43.160 --> 01:19:58.199

Cooper City Hall: leave the racket courts, and then... the funding would still be... we'll just adjust that, and we'll look at another park that we could switch out. I know it's a workshop item, but I still want to put out there. But we're approving something that's been changed without our approval.

521

01:19:58.260 --> 01:20:05.229

Cooper City Hall: We're gonna do in the workshop. Yeah. Well, it's also a... So, so, can I? Go. So...

522

01:20:05.310 --> 01:20:09.089

Cooper City Hall: I have a question for you. So, when you did the initial...

523

01:20:09.280 --> 01:20:12.640

Cooper City Hall: Proposal for short-term, long-term, middle... mid-term.

524

01:20:13.230 --> 01:20:16.790

Cooper City Hall: You did that all based on the research that you conducted with the

525

01:20:16.890 --> 01:20:21.360

Cooper City Hall: You did all those workshops with residents, and interviews, and met with the boards.

526

01:20:21.410 --> 01:20:44.719

Cooper City Hall: So why did it change? It was, but at the time, there was, city staff, too, that helped us with that. And this, changes, we were looking at the current CIP and what was implemented. We were working kind of hand-in-hand. Our staff really worked with the city staff to get the current CIP, and then that kind of shifts some priorities on...

527

01:20:44.720 --> 01:20:46.679

Cooper City Hall: on stuff, and I know there's,

528

01:20:47.090 --> 01:21:05.910

Cooper City Hall: some stuff in the work, that that's why some of the shifts happen, but those were the reasonings. Again, this is big picture. It all... I say, every year when you are gonna do your CIP, this needs to be looked at. And your Parks and Recreation staff would give recommendations for these. And I appreciate

529

01:21:05.910 --> 01:21:07.900

Cooper City Hall: the staff, I know that they're great.

530

01:21:09.600 --> 01:21:22.719

Cooper City Hall: But, you know, we weren't consulted about these changes, and we're being asked to vote on the changes tonight, because I know we're talking about that this is just something we're going to workshop later, but we're not just voting on

531

01:21:23.280 --> 01:21:26.119

Cooper City Hall: The plan, we're voting on a change to the plan.

532

01:21:26.760 --> 01:21:30.510

Cooper City Hall: to approve it. So, I'm not comfortable with these changes.

533

01:21:31.910 --> 01:21:37.709

Cooper City Hall: I would be okay reverting to the original plan and voting for that, or,

534

01:21:37.900 --> 01:21:41.930

Cooper City Hall: Or taking them out? Smissing all the work they've done, that's what you're saying.

535

01:21:42.250 --> 01:21:51.049

Cooper City Hall: No, they did the work at the beginning, and we approved it. They've said they've gone back and done it again, and now you're saying... Right, but do you... so...

536

01:21:51.840 --> 01:22:00.479

Cooper City Hall: Okay, but they didn't consult with us, they're consulting with us tonight, which is... But they did. But they did, because this reflects the CIP.

537

01:22:00.480 --> 01:22:19.750

Cooper City Hall: the CIP is what you approve in the budget. No, no, no, no, because when we did the CIP, it was like, this is a filler, we're gonna talk about it later. Yeah, exactly. That's not right. But the reality is that there was only so much money, and the CIP is fiscally

constrained, right? There's only so much money that you have that you can allocate for projects, so even though something might have been

538

01:22:20.170 --> 01:22:23.779

Cooper City Hall: Looked at a short-term thing in a year or two.

539

01:22:24.220 --> 01:22:36.360

Cooper City Hall: financially, it moved to a year maybe 4 or 5, because there's only so much money that you had in your CIP. So they really basically took that and reflected that. It's not a philosophical change, it's a fiscal change.

540

01:22:36.720 --> 01:22:38.140

Cooper City Hall: That happened.

541

01:22:38.720 --> 01:22:39.560

Cooper City Hall: Explain it to me.

542

01:22:40.180 --> 01:22:45.759

Cooper City Hall: Well, I... I'm sorry, but I don't agree with the changes, and... I will vote no.

543

01:22:47.820 --> 01:22:48.520

Cooper City Hall: not vote.

544

01:22:50.610 --> 01:22:52.259

Cooper City Hall: What comes out of the workshop.

545

01:22:52.590 --> 01:23:00.419

Cooper City Hall: We can adjust this accordingly, and then vote on that. Well, I wanted to do that, but the manager said it would delay us in getting grants.

546

01:23:03.050 --> 01:23:05.299

Cooper City Hall: And you like money, Lisa.

547

01:23:05.480 --> 01:23:06.920

Cooper City Hall: I do like money.

548

01:23:07.800 --> 01:23:11.260

Cooper City Hall: The other thing I noticed... Did you just take out the section about the changes? No.

549

01:23:12.320 --> 01:23:13.200

Cooper City Hall: Why?

550

01:23:14.700 --> 01:23:17.880

Cooper City Hall: You have the ability to change it again.

551

01:23:18.110 --> 01:23:19.980

Cooper City Hall: You had the ability to change it again.

552

01:23:20.420 --> 01:23:21.490

Cooper City Hall: At the workshop.

553

01:23:21.960 --> 01:23:23.100

Cooper City Hall: So, no.

554

01:23:23.620 --> 01:23:26.250

Cooper City Hall: Mayor, call the question?

555

01:23:26.310 --> 01:23:43.699

Cooper City Hall: I want to make sure that Mr. Castman understands, what you're asking for them is to do away with the year's worth of work that they've put into it, between the city and the staff. When you know, at the end of the day, that if you see an item that's number

one or number two, and you want it to go number one with three people up here supporting you, it happens anyways.

556

01:23:43.780 --> 01:23:49.130

Cooper City Hall: Nothing here that we vote yes for tonight is going to change without another yes coming down the road.

557

01:23:49.810 --> 01:23:53.119

Cooper City Hall: Because you approve the money... I understand. ...follow the grants. I understand.

558

01:23:53.910 --> 01:23:54.780

Cooper City Hall: we...

559

01:23:54.880 --> 01:24:04.389

Cooper City Hall: So then why wouldn't it be okay to go to the original plan, which was already... I thought it was already approved, by the way, but I guess we didn't vote on it officially.

560

01:24:04.540 --> 01:24:18.320

Cooper City Hall: I mean, we're literally putting Flamingo West bathrooms to be the top priority, and moving everything else to later. But do you guys have the old plan? Can we vote to adopt the old plan and just have a plan?

561

01:24:19.960 --> 01:24:36.739

Cooper City Hall: It's fine, you guys can vote on it, I'm not gonna vote. Yes. We're trying to compromise. Do you have... Why do you need to? And when I say that, I mean it in the utmost respect. You have a bathroom that if it needs to be replaced, the city manager's gonna... Jeremy's gonna go to the city manager and say, I want the bathroom changed. Now.

562

01:24:36.960 --> 01:24:49.999

Cooper City Hall: he's gonna say, okay, let me look and see if I bring the money, and then we'll bring the money forward. It doesn't make sense to discount a year's worth of work. It's not discounting a year's worth of work. We did... they did a year's worth of work to get to the point of... And they refined it. Then they refined it.

563

01:24:50.330 --> 01:24:54.660

Cooper City Hall: Right, without our consultation, and I don't agree with the changes.

564

01:24:55.430 --> 01:24:57.420

Cooper City Hall: Because I know that the residents

565

01:24:57.820 --> 01:25:04.669

Cooper City Hall: care about the parks that get the most action. I have never once heard complaints about some of these parks.

566

01:25:04.860 --> 01:25:08.680

Cooper City Hall: that have been moved to the shortest-term urgency? I...

567

01:25:08.820 --> 01:25:11.809

Cooper City Hall: People want... I mean, Bill Lips needs help.

568

01:25:12.100 --> 01:25:21.699

Cooper City Hall: Flamingo West Playground needs help. Those were all moved to later. Can I ask a question? Were they moved up because it was...

569

01:25:22.130 --> 01:25:31.940

Cooper City Hall: the most bang for the least buck? No, staff had to move it. No, staff did it. Right, but I mean, like, we're doing little improvements that make a big impact.

570

01:25:32.060 --> 01:25:51.550

Cooper City Hall: It's like the median on 90th, right off of Sterling. I never heard of Encore Park. It makes a big impact. I've never been to Encore Park since I was in Pioneer. I'm just asking, because if it's because it's a small impact, financially, but does an enormous amount of good.

571

01:25:51.820 --> 01:25:54.159

Cooper City Hall: Then, that's a different story.

572

01:25:54.570 --> 01:25:57.959

Cooper City Hall: But if it's... if the cost had no...

573

01:25:58.350 --> 01:26:04.319

Cooper City Hall: issue or nothing in making this move up or not. What made them move up, other than

574

01:26:04.450 --> 01:26:10.280

Cooper City Hall: I don't... I think it's been a combination... It's cost. It's cost. You're 100% right, it's cost.

575

01:26:10.410 --> 01:26:26.989

Cooper City Hall: There's only so many big things that we can do. But you didn't delay things, you swapped things, so that's... Right, you swapped, so that's fine. And then he swapped lower for higher. I mean, he... if he knew he had $9 million a year that he could spend, and the first year showed $11 million, some things had to be shifted out in order to get to the $9.

576

01:26:27.740 --> 01:26:32.920

Cooper City Hall: And the second year shows 9 right now, but it may be 11 by the time we get there. Josh,

577

01:26:33.100 --> 01:26:35.890

Cooper City Hall: What's the reason behind some of these swaps?

578

01:26:36.220 --> 01:26:39.650

Cooper City Hall: just like Alex said, a lot of it was cost, so if you look at...

579

01:26:39.810 --> 01:26:44.620

Cooper City Hall: when you look at, like, the bathrooms, something like that, we're doing swelling bathrooms in the CIP.

580

01:26:44.730 --> 01:26:51.349

Cooper City Hall: If we flood every CIP with all projects, CIP is pretty much put out throughout all city projects, not just one department.

581

01:26:52.610 --> 01:26:56.249

Cooper City Hall: Yeah, but how did, like... Lips get taken out.

582

01:26:56.980 --> 01:26:59.040

Cooper City Hall: These little lift bathrooms are the worst.

583

01:26:59.860 --> 01:27:10.799

Cooper City Hall: Bill Loops, at the same time, the bathrooms are some of the worst bathrooms we do have in the city, but there's other implementations at Bill Loops that are taking place that are maybe a little more present than the bathrooms, like the lights.

584

01:27:10.860 --> 01:27:26.550

Cooper City Hall: We have that in CIP right now. You know, so there's other projects that are... But painting, I've never heard anyone be like, we gotta paint the community center for $121,000 right now. How'd that happen? Who decided that should be painted right away? Paint was already in the previous CIP project.

585

01:27:26.890 --> 01:27:36.849

Cooper City Hall: But why has it moved forward? No, it's in, like, currently, it was last year's CIP project. Same thing with City Hall being paid. Up one year. So it was something from a previous year that hasn't been completed yet.

586

01:27:37.130 --> 01:27:45.329

Cooper City Hall: So that's why we moved it up on this thing? That's why it's still... That's why it's still on there, because it was from the year before. But it says, moved to 2025.

587

01:27:45.780 --> 01:27:53.030

Cooper City Hall: Yeah, because it was in the budget from 2026, right, so it already happened in 2025, so that was a change.

588

01:27:54.360 --> 01:27:56.099

Cooper City Hall: It moved up on your CIP.

589

01:27:56.240 --> 01:28:00.429

Cooper City Hall: If you look at... Who decided they want to paint the community center sooner?

590

01:28:01.050 --> 01:28:07.019

Cooper City Hall: So, it was in the CIP for 2024-2025 budget. That's when it was in the budget year.

591

01:28:07.350 --> 01:28:17.799

Cooper City Hall: So it was already... See how circular this is? Because we did the CIP, and we're like, this just doesn't really matter, because we're gonna talk about it more, and then now we're adjusting the plan to this, doesn't really matter. Which one is the one that's bothering you the most?

592

01:28:18.310 --> 01:28:20.469

Cooper City Hall: everything that I mentioned, just...

593

01:28:20.550 --> 01:28:30.029

Cooper City Hall: basically flip... You don't understand what Josh just said was, some of the items didn't get done last year, so they automatically moved from last year to priority this year.

594

01:28:30.030 --> 01:28:49.619

Cooper City Hall: No, that's not what he said, no. No, that was just the one. They went the other way. That's what I'm talking about, the one he's talking about. I just think... Yeah, it didn't just bounce it over, it went the other way. There were things that were flipped here, so it automatically... Yeah, the painting wasn't done last year, that's why it's this year, right now, for painting. It didn't get done last year. It didn't get done last year. Okay. It was in a capital project.

595

01:28:51.220 --> 01:28:54.950

Cooper City Hall: I'm trying to understand, but you guys are not making sense.

596

01:28:55.640 --> 01:29:01.939

Cooper City Hall: It may not be us tonight, right? How did Encore Park... how did Encore Park become midterm to short-term?

597

01:29:03.630 --> 01:29:20.330

Cooper City Hall: I think Encore Park was just balanced out for mid-term and short-term, again, based on funding. When we looked at other bigger projects, Park, Encore Park's

gonna be a small top, top-lock type playground, smaller footprint. Probably, if we did it right now, you're looking at maybe a $120,000 project with PIP and playground.

598

01:29:20.750 --> 01:29:29.289

Cooper City Hall: Versus somewhere else that's gonna be $400,000 because of PIP. Commission voted that we have to have safety surfacing under all our playgrounds now.

599

01:29:29.290 --> 01:29:44.350

Cooper City Hall: So, you're looking at that as being... You're not sure? I have a question. No, hold on, hold on, let me finish this. No, wait one second. So, you're not sure... How much does it cost to redo the bathrooms at Bill Lips? What's that cost? Lisa, can we finish Encore?

600

01:29:44.530 --> 01:29:59.980

Cooper City Hall: Because if you subtract Encore, and you subtract the painting, do I have enough money to do the bathrooms? Like, were you shoving the projects in because you had a remainder, and you were trying to fill the remainder with a project instead of carrying it?

601

01:30:01.990 --> 01:30:11.039

Cooper City Hall: No. Okay, here, here's... here's... Encore Park was initially on there for 2028 for $400,000, okay?

602

01:30:11.290 --> 01:30:14.499

Cooper City Hall: That got moved from 2028 to...

603

01:30:15.130 --> 01:30:17.200

Cooper City Hall: 17 of the big one.

604

01:30:17.580 --> 01:30:22.080

Cooper City Hall: That got moved from that to... Short term.

605

01:30:22.630 --> 01:30:24.449

Cooper City Hall: Who lives near Don Park.

606

01:30:25.670 --> 01:30:36.020

Cooper City Hall: Let's go there. Isn't it near Pioneer? Yeah, that's the one that the, you know, you walk through. That's not a, that's not a filling a thing, that's not a, we have only a little bit of money, that's $400,000 being moved from...

607

01:30:36.480 --> 01:30:39.890

Cooper City Hall: Mmm, 2028 to now.

608

01:30:40.140 --> 01:30:55.899

Cooper City Hall: Right? Like, that's, okay. Here's the reality. We're gonna... I feel like we have to delay adopting this, and just figure it out soon, because it is true, like, this doesn't make sense, and it's the capital project... oh, you're the capital project guy. Oh, you can answer these questions?

609

01:30:56.290 --> 01:31:07.079

Cooper City Hall: No, but he was saying he was just sitting there. Okay. Well, who made the decisions to move hundreds of thousands of dollars? Okay.

610

01:31:07.300 --> 01:31:17.840

Cooper City Hall: Point of information on the topic? That short-term is a 1-3 year range, correct? Yes.

611

01:31:18.360 --> 01:31:31.419

Cooper City Hall: I mean, Commissioner Schreu, you're in front of it. Is it a 1-3 year? Just confirm that? Yeah. So, if it's a 1 to 3 years, and the implementation is not saying it's time-sensitive or date-sensitive.

612

01:31:31.550 --> 01:31:35.770

Cooper City Hall: And we run a line item budget, and we can amend

613

01:31:36.030 --> 01:31:48.670

Cooper City Hall: and move funds based upon grants anyways, and we're going to have a workshop that's going to drill this down further. I'm just curious, outside of being frustrated, on maybe not being

614

01:31:48.670 --> 01:31:59.690

Cooper City Hall: solicited on exact information? Don't we want to trust our staff to give us stuff like this, and then we do get to do just like what we're gonna do, drill down later?

615

01:32:00.020 --> 01:32:01.490

Cooper City Hall: My only concern?

616

01:32:01.800 --> 01:32:04.080

Cooper City Hall: Commissioner Smith, and I appreciate that comment.

617

01:32:04.190 --> 01:32:10.499

Cooper City Hall: is that... We get... we were just told 5 minutes ago, you know, you approved it in the budget.

618

01:32:11.080 --> 01:32:16.550

Cooper City Hall: And so, like... We approve this as is, and then...

619

01:32:17.100 --> 01:32:23.660

Cooper City Hall: Even with the asterisk that says, down the line, we're gonna change it, and then...

620

01:32:23.880 --> 01:32:27.829

Cooper City Hall: we get told, well, you approved it. I kind of agree. So, and I've been here...

621

01:32:27.830 --> 01:32:45.169

Cooper City Hall: three years, and I've seen it happen a few times, so that's my concern. I think that's fair. But did we not just debunk that statement by changing Sue Ellens Park and this group right here, after we've identified what we wanted to see, or moved up, or shifted, I think, by a million dollars worth?

622

01:32:45.170 --> 01:33:04.660

Cooper City Hall: And then we allocate a change where we were headed? So, would that not be... would that not then... It is, especially because we insisted. And in fairness, what's gonna happen is, because it's happened many times, they get gaslit, and you'll be like, and you're like, no, no, we have your vote, you approved it. So, I mean, I kind of feel like...

623

01:33:06.360 --> 01:33:22.379

Cooper City Hall: we should probably just workshop it and adopt it then. I don't think there's a single grant that's gonna be missed in that time period. No, if you're talking about delaying a month, or two months, then, you know, we'll work with that. Why don't we just call it a special meeting so we can approve it at the meeting?

624

01:33:23.380 --> 01:33:28.510

Cooper City Hall: Or you could do the workshop the week before our regular meeting, and just bring it forward that week before, either way.

625

01:33:29.200 --> 01:33:42.550

Cooper City Hall: do the workshop, and then you could... they have time to make the changes, and then we can vote on it at a meeting. Perfect. Is that fine with everybody? Can we have some parameters before the workshop? So, you come up with about how much for each year.

626

01:33:42.890 --> 01:33:44.030

Cooper City Hall: can be spent.

627

01:33:44.130 --> 01:33:58.269

Cooper City Hall: Right. And then we agree, either we're gonna divide up the money, or we're gonna go on big projects. So if you wanna go down some rabbit hole, Lisa, it's either gonna be part of your portion, and then on my portion you don't talk about it, or something like, how do you guys want to do it? Yes.

628

01:33:59.520 --> 01:34:04.069

Cooper City Hall: Well, please keep in mind that we had a unanimous, I believe it was a unanimous vote.

629

01:34:04.140 --> 01:34:12.409

Cooper City Hall: When we were doing the monument... not the monument signs, the neighborhood signs that you just referenced earlier, and the reason

630

01:34:12.430 --> 01:34:28.979

Cooper City Hall: was because we were not sure what's happening in Tallahassee, which, it's already passed half. That wasn't right. That wasn't my reason. I have no problem with Tallahassee. I am not afraid of property taxes going bye-bye. It's... you're worried about it, I'm not worried about it. I know for sure

631

01:34:28.980 --> 01:34:35.529

Cooper City Hall: that whatever they do in Tallahassee, if they tell the 20-something million people in the state of Florida that they can't have police and fire.

632

01:34:35.530 --> 01:34:42.280

Cooper City Hall: it won't be a problem, they'll change Tallahassee. So I'm not worried about it. You can worry about it, I'm not really worried about it. I don't care, whatever rules they want to make.

633

01:34:42.280 --> 01:34:45.720

Cooper City Hall: I guarantee we're... we could figure out how to do those rules.

634

01:34:46.090 --> 01:34:50.890

Cooper City Hall: You know, so I'm not gonna worry about it, you know? They could get rid of it, they could blow up property tax, it doesn't matter to me.

635

01:34:51.470 --> 01:34:56.220

Cooper City Hall: I can assure you that 27 million people will have a fit if they can't locally

636

01:34:56.560 --> 01:34:58.599

Cooper City Hall: Be able to pay money towards things they care about.

637

01:34:59.150 --> 01:35:02.249

Cooper City Hall: So I'm not worried about it. You're worried about it, you're stressing.

638

01:35:03.070 --> 01:35:07.609

Cooper City Hall: I'm... I'm fine, you know? Think about it. All these...

639

01:35:08.000 --> 01:35:13.159

Cooper City Hall: The residential one, if you get rid of that, right? The most affluent areas would be impacted.

640

01:35:13.690 --> 01:35:18.009

Cooper City Hall: You're telling Indian Creek, the little, you know, island down in Miami.

641

01:35:18.040 --> 01:35:34.229

Cooper City Hall: that is exclusive, that they can't pay for extra police or fire if they want to. That there'd be no legal way to do it. It won't happen, you know? You're telling Cooper City, we're not gonna be... if the residents here want a park that will have no legitimate way to fund it.

642

01:35:34.460 --> 01:35:40.130

Cooper City Hall: Well, throw them out of... it's just not gonna happen, so... that's why I'm not really worried about that.

643

01:35:40.780 --> 01:35:44.949

Cooper City Hall: I wanted the monument signs, I want it to look nice, we agreed in the plan.

644

01:35:45.760 --> 01:35:53.810

Cooper City Hall: So, I'm just asking that we, for this workshop, we either... we have a method of how we're gonna do it. Either we divide up the money we're gonna spend.

645

01:35:54.850 --> 01:35:57.869

Cooper City Hall: Or we agree on big priorities. So, what do you guys want to do?

646

01:35:58.000 --> 01:35:59.700

Cooper City Hall: I like big priorities.

647

01:35:59.850 --> 01:36:00.610

Cooper City Hall: I do too.

648

01:36:02.880 --> 01:36:03.800

Cooper City Hall: Okay.

649

01:36:07.220 --> 01:36:11.999

Cooper City Hall: Alright, so you'll come... so they'll... but you'll come with parameters for us?

650

01:36:12.260 --> 01:36:18.340

Cooper City Hall: Of how much we can spend for each year. Why don't you do it now? This shows 9 million, $9 million, $4 million.

651

01:36:18.570 --> 01:36:20.670

Cooper City Hall: You'll bring us a realistic one.

652

01:36:20.880 --> 01:36:26.119

Cooper City Hall: And if it means adding another year to some of this stuff, it may have to add another year in order to get it...

653

01:36:26.320 --> 01:36:35.939

Cooper City Hall: to be able to get it done. So you come up with what projects will probably cost, and how much we could spend for each year, and then we'll pull straws on which ones go. And can you do me one more?

654

01:36:36.090 --> 01:36:40.080

Cooper City Hall: The possibility of, of, grants.

655

01:36:40.250 --> 01:36:45.460

Cooper City Hall: On each of those. Yeah, for example, the talk lots, the playground equipment is the most...

656

01:36:45.650 --> 01:36:47.720

Cooper City Hall: That's the easiest grants to get.

657

01:36:48.640 --> 01:36:50.620

Cooper City Hall: Okay, so... Those are all magic.

658

01:36:50.950 --> 01:36:54.170

Cooper City Hall: Yeah, but they're easy grants to get from further up.

659

01:36:56.730 --> 01:37:03.170

Cooper City Hall: Bedroom renovations? Not so much. Do you guys want to wait on this, or you want to... you do have a motion, Mary, you can move to defer the item?

660

01:37:03.350 --> 01:37:04.589

Cooper City Hall: Yeah, I'd rather wait.

661

01:37:04.930 --> 01:37:23.020

Cooper City Hall: Yeah, can we defer it? After the workshop? Yeah. And we'll have it on the next agenda after the workshop. Whether that be 2 hours from the workshop, or 2 weeks from the workshop. We'll decide on how fast we can get a workshop. Do it 2 weeks so that we can do a... we can adopt a... make the changes. Pick it apart? Well, yeah, they can... no, they can make the changes and see it, like, visually.

662

01:37:23.020 --> 01:37:25.989

Cooper City Hall: Ms. Tedra, can you give us some dates on a workshop?

663

01:37:26.080 --> 01:37:26.860

Cooper City Hall: Yeah.

664

01:37:28.310 --> 01:37:30.610

Cooper City Hall: You want me to give them now, or email you tomorrow?

665

01:37:31.570 --> 01:37:34.950

Cooper City Hall: Email. Email's fine. We can look at it now, I have my calendar.

666

01:37:37.520 --> 01:37:39.339

Cooper City Hall: I'll send some dates tomorrow.

667

01:37:40.600 --> 01:37:48.300

Cooper City Hall: Check your vacations. And then in Chapter 1, the picture for Chapter 1, it has, like, an advertisement in there. We can just swap that out.

668

01:37:54.410 --> 01:37:55.639

Cooper City Hall: So what do we need to...

669

01:37:55.880 --> 01:38:10.630

Cooper City Hall: Well, you have a motion on the floor. You want to move to defer the item, just as a matter of procedure? Yeah. Who made the motion? Well, you have a motion to

approve. An intervening motion, you could withdraw the motion or move to defer? I make a motion to defer. Second. Call the vote.

670

01:38:12.670 --> 01:38:21.849

Cooper City Hall: Commissioner Smith? Yes. Commissioner Malozzi? Yes. Commissioner Katzman? Commissioner Schrouder? Yes. Mayor Curran? Yes. It'll be to a date uncertain pending the scheduling of a workshop.

671

01:38:22.520 --> 01:38:23.200

Cooper City Hall: Next.

672

01:38:23.430 --> 01:38:25.349

Cooper City Hall: Next item is the City Manager's Report, Mayor.

673

01:38:26.110 --> 01:38:32.850

Cooper City Hall: There's what? City manager's report. I don't know if they have to even come to that thing, Alex. Do they even need to waste their time and come to it?

674

01:38:32.960 --> 01:38:35.399

Cooper City Hall: No, I think we can handle it. Okay. Right. Okay.

675

01:38:38.810 --> 01:38:45.910

Cooper City Hall: The next is a presentation that Akeen has on the, regional biosolids,

676

01:38:46.820 --> 01:39:06.329

Cooper City Hall: And it's a... there's a county project that has been proposed to all of the different cities, and we need to make a decision probably within the next month or so, not tonight, but within the next month or so, as to whether we're going to join that county project or not. So tonight is, we're going to give you some...

677

01:39:06.720 --> 01:39:25.889

Cooper City Hall: you know, technical information, some, financial parameters as to how that deal is going to work out, and, if there's interest, we'll meet with, with you guys individually, and then this is a big deal, this is a big long-term commitment, so then sometime in March, we'll be looking to.

678

01:39:26.300 --> 01:39:29.399

Cooper City Hall: Tell the county yay or nay, depends on where you guys feel.

679

01:39:29.910 --> 01:39:43.079

Cooper City Hall: Go ahead, Akeen, thank you. Good evening, Mayor, Commissioners, Akano Ziding, Utilities Director, and City Engineer. I'm going to present you some of the options for the disposal of the biosolids for our wastewater plant.

680

01:39:45.260 --> 01:39:53.960

Cooper City Hall: So I just wanted to start with the definitions. Biosolids are the clean and treated solids that come from the wastewater treatment process.

681

01:39:54.130 --> 01:40:04.789

Cooper City Hall: When the wastewater process to remove the contaminants, the remaining material is carefully treated, stabilized, and dewatered. The result is a material called biosolids.

682

01:40:05.460 --> 01:40:23.989

Cooper City Hall: Cooper City, we produce Class B biosolids. There are 3 types. One of them is Class AA biosolids. There's 3 of pathogens. That's used for lawns and gardens. Class A is low-level pathogens, used for fertilizers. Class B, which we have.

683

01:40:24.200 --> 01:40:29.130

Cooper City Hall: There's some remaining pathogens, but we use it for agricultural land.

684

01:40:30.030 --> 01:40:37.549

Cooper City Hall: Currently, we produce about 2,500, wet tons of biosolids per year.

685

01:40:37.870 --> 01:40:39.980

Cooper City Hall: And 500 dry tons.

686

01:40:40.560 --> 01:40:52.680

Cooper City Hall: projected about 2,700 wet tons. Our permitted capacity is about 4.27 million gallons per day for our wastewater, so it's not much, only about 10%.

687

01:40:53.640 --> 01:41:02.560

Cooper City Hall: How do we manage biosolids today? Biosolids are dewatered to about 20% solids using a centrifuge.

688

01:41:02.910 --> 01:41:07.629

Cooper City Hall: Then hold off the site private contractors for the landfill disposal.

689

01:41:09.810 --> 01:41:17.289

Cooper City Hall: So, you can see this slide that there are 4,100 individual permitted domestic wastewater facilities.

690

01:41:17.610 --> 01:41:19.440

Cooper City Hall: throughout the state of Florida.

691

01:41:19.660 --> 01:41:26.299

Cooper City Hall: But if you look at the chart, the number 2019, 140 land application sites.

692

01:41:26.590 --> 01:41:39.230

Cooper City Hall: And 2025, that is 40 permitted land application sites. The reason is that regulation affected the farmers, and the profit margins are low, so we're losing those

693

01:41:39.440 --> 01:41:40.940

Cooper City Hall: lens.

694

01:41:43.160 --> 01:41:49.180

Cooper City Hall: So, when it comes to biosolids, there are state and federal regulations.

695

01:41:49.310 --> 01:42:01.060

Cooper City Hall: In 1990 FDP, Filorda Department of Environmental Protection, Chapter 602640, Filorda established its own biosolids management role.

696

01:42:01.350 --> 01:42:11.990

Cooper City Hall: In year 2020, Florida Studies 4030855 restricted the land applications of Class B biosolage, which is ours.

697

01:42:12.710 --> 01:42:23.330

Cooper City Hall: 2021, House Bill was signed into law. FTP required advanced treatment and enhanced testing for PFAS and nutritin testing.

698

01:42:23.910 --> 01:42:36.559

Cooper City Hall: So, this is the fed... this is the state. Also, the federal, every year, treatment facilities like ours must submit the biasalty reports annually. It's February 19th.

699

01:42:37.060 --> 01:42:40.310

Cooper City Hall: EPA can take the enforcement action against us.

700

01:42:40.730 --> 01:42:46.029

Cooper City Hall: For not meeting regulations, and also there are some standards for biosolids.

701

01:42:48.190 --> 01:43:02.630

Cooper City Hall: So, in Broward County, as you may know, there are 31 municipalities, 11 wastewater treatment plants, City of Sunrise, Cooper City, Coral Springs District Improvement, Davie.

702

01:43:02.810 --> 01:43:07.460

Cooper City Hall: Fort Leather Day, Margate, Miramar, Pembroke Pines, Plantation, and Hollywood.

703

01:43:08.040 --> 01:43:15.899

Cooper City Hall: 2023, all of the utilities enter into interlocal agreement, To have the conceptual study.

704

01:43:16.630 --> 01:43:21.589

Cooper City Hall: 2024, And the conceptual study was completed.

705

01:43:21.930 --> 01:43:25.629

Cooper City Hall: Which confirmed that we need to build a biosolid facility.

706

01:43:26.600 --> 01:43:34.999

Cooper City Hall: So, the future biosolid facility's location is 3100 North Powerline Road, adjacent to the Broward County's wastewater plant.

707

01:43:36.290 --> 01:43:44.219

Cooper City Hall: So the study shows that, that's going to be a thermal drying facility.

708

01:43:44.720 --> 01:43:59.629

Cooper City Hall: So the biosolids is going to be, heated 350 to 500 Fahrenheit, complies with state and federal regulations, and the capital cost for construction is $200 million to $500 million.

709

01:44:01.970 --> 01:44:18.939

Cooper City Hall: So, this slide is, I think, is the most important one. There's a slight mistake. It is 0.92%. I make the mistake there. So, basically, our contribution to design, if we decided to have an interlocal agreement, is about less than 1%.

710

01:44:19.120 --> 01:44:25.390

Cooper City Hall: The total dollar amount for Broward County to design this facility is $50 million.

711

01:44:25.630 --> 01:44:30.530

Cooper City Hall: And our contribution is not going to exceed $460,000.

712

01:44:31.370 --> 01:44:35.740

Cooper City Hall: So, construction is going to be separate interlocal agreement.

713

01:44:35.890 --> 01:44:38.049

Cooper City Hall: And it's going to be about...

714

01:44:38.660 --> 01:44:45.360

Cooper City Hall: 500 million, and our construction cost is going to be $4.6 million.

715

01:44:46.980 --> 01:44:52.209

Cooper City Hall: So, right now, the yearly cost that you can see, year 2021,

716

01:44:52.380 --> 01:45:01.650

Cooper City Hall: It's going... was about a little over $122,000, and year 2025, it was double, $249,000.

717

01:45:01.870 --> 01:45:07.039

Cooper City Hall: That is currently what's happening with our biosolids hauling contractor.

718

01:45:07.550 --> 01:45:16.929

Cooper City Hall: That's the one that's explaining what's going on, especially cost per Vetton more than doubled between 2024 and 2025.

719

01:45:17.520 --> 01:45:25.740

Cooper City Hall: And also that continuing cost pressure is projected in 2026 is going to be higher, 33%.

720

01:45:26.290 --> 01:45:30.180

Cooper City Hall: That's the one that we got it from the... our vendor.

721

01:45:31.030 --> 01:45:41.109

Cooper City Hall: So, we talked to our city manager, he says that, why don't you look at four options, what we can do? We wanted to present at the City Commission what are the options that we have.

722

01:45:41.500 --> 01:45:49.730

Cooper City Hall: We try our best to look at options. Palm Beach County, we try to be part of the Palm Beach County, but they do not allow

723

01:45:49.870 --> 01:46:05.930

Cooper City Hall: non-Palm Beach County municipalities to basically dispose our virus solids. We look at the Miami-Dade County, that if we can piggyback off their agreement, they do not allow us to piggyback off the agreement.

724

01:46:06.460 --> 01:46:10.509

Cooper City Hall: The third option is the Broward County's wastewater plant.

725

01:46:10.790 --> 01:46:14.470

Cooper City Hall: We can be part of that biosolids facility.

726

01:46:14.780 --> 01:46:19.570

Cooper City Hall: The fourth option is do nothing, continue with the plan that we have.

727

01:46:19.980 --> 01:46:28.429

Cooper City Hall: But I do not recommend that plan because we received a 33% increase request, which we denied.

728

01:46:28.820 --> 01:46:32.090

Cooper City Hall: And since we don't... we might not have enough

729

01:46:32.350 --> 01:46:39.480

Cooper City Hall: Areas to dispose these biosolids, and we do not know what the dollar amount will be.

730

01:46:39.660 --> 01:46:42.609

Cooper City Hall: So, that is the challenge that we have.

731

01:46:43.000 --> 01:46:49.830

Cooper City Hall: So my recommendation is that be the part of the Broward County's, Interlocal agreement.

732

01:46:50.100 --> 01:46:55.939

Cooper City Hall: And, so the design cost is not going to be more than $460,000.

733

01:46:56.400 --> 01:47:10.739

Cooper City Hall: That is all I have. If you have any questions, I have, Water Plant Manager Ryan is here, CIP Manager John Quinter is here, Mike Stenson, who's our water and wastewater, manager, Water and Wastewater,

734

01:47:11.030 --> 01:47:17.279

Cooper City Hall: pipe manager, I would say, utilities. And also, we have the wastewater operation manager is with us as well.

735

01:47:18.840 --> 01:47:20.940

Cooper City Hall: Commissioner Smith. Thank you, Mayor.

736

01:47:20.940 --> 01:47:32.720

Cooper City Hall: Great presentation, and I want to thank everyone for being here from the city side. Mayor, I and Commission, I've walked, and probably like many of you, not only walked, but have been a part of that plant.

737

01:47:32.720 --> 01:47:46.039

Cooper City Hall: Option 1 and 2 are out. Makes sense. You don't belong to the county, you're not, you're not getting access, right? So, you know, what's funny is option 4 reminds me of our healthcare option.

738

01:47:46.700 --> 01:48:06.840

Cooper City Hall: And, option 3 looks like a very safe ramp. We're hearing from our subject matter experts that clearly know what's going on, and you all have done a great job keeping us up to speed on a, on a relic type of, location that you guys currently operate out of. So for that, and I'm gonna, as a resident, thank you.

739

01:48:06.840 --> 01:48:08.100

Cooper City Hall: So,

740

01:48:08.120 --> 01:48:18.150

Cooper City Hall: I don't have much more outside of saying thank you for putting the time, the effort, and keeping us up to speed so we don't have more boil water issues, so we don't have,

741

01:48:18.150 --> 01:48:39.569

Cooper City Hall: issues, and the issues I speak of is currently, don't we operate that we take this truck and go all the way to Orlando? Isn't that roughly what we're doing now? That is correct, and projected to possibly be out of state in the near future. Right. So, you know, this is one of those things. Now, my only question for the Commission, but I'm gonna present this to staff.

742

01:48:41.220 --> 01:48:58.309

Cooper City Hall: Projected amount of time... oh, well, let me ask this. Do we know if the other municipalities were to bail out? So, because it seems like everyone gets, like, this option if they're going to be apart or not. What happens if not enough municipalities jump in? What happens to this cost?

743

01:48:58.830 --> 01:49:06.320

Cooper City Hall: Does anyone know that? It continues to grow with Broward County. Broward County is gonna fund it. If nobody joins it, they're gonna fund it themselves.

744

01:49:06.650 --> 01:49:13.039

Cooper City Hall: And they're giving all the cities an option right now to jump in at a cost that's gonna save them tremendously throughout the years.

745

01:49:13.830 --> 01:49:22.460

Cooper City Hall: do we... do we feel as a commission that if you hold out, you get a better deal? Is that what... is that what this commission's feeling? So...

746

01:49:22.660 --> 01:49:26.879

Cooper City Hall: Fool me once, shame on you. Fool me twice, shame on me.

747

01:49:27.700 --> 01:49:33.729

Cooper City Hall: Wisdom... has taught me that the Broward County Commission needs to do their own job.

748

01:49:34.880 --> 01:49:42.510

Cooper City Hall: So, who paid for Palm Beach's facility? Did the county pay? I mean, if you know, did the county pay, or did they make the municipalities contribute?

749

01:49:44.150 --> 01:49:50.510

Cooper City Hall: That, that, facility was built by one of the waste management companies,

750

01:49:51.320 --> 01:50:09.309

Cooper City Hall: It's actually run by Synegro, who actually is our trucking company that hauls our sludge away now. Do we know what date, if Dade County paid, or if they made the... That has not been built yet, it actually is in the planning stages. Do you know, Alex, if Dade County's making... trying to get everyone

751

01:50:09.510 --> 01:50:14.819

Cooper City Hall: Nobody can find out, you know... Because, like, Palm Beach County trash, Palm Beach County pays.

752

01:50:15.230 --> 01:50:22.810

Cooper City Hall: So the only thing is, Broward County Commission is experts at abdicating their responsibilities.

753

01:50:23.490 --> 01:50:27.269

Cooper City Hall: They're, like, professional at it, you know? And...

754

01:50:27.400 --> 01:50:31.789

Cooper City Hall: what I imagine they'll trick us into doing is...

755

01:50:32.570 --> 01:50:37.420

Cooper City Hall: $50 million in design costs, but we'll have no say in who they hire.

756

01:50:37.910 --> 01:50:44.839

Cooper City Hall: And then $200 to $500 million to build it, and we're gonna have no say in the building of it.

757

01:50:45.520 --> 01:50:49.339

Cooper City Hall: And then... 5 million deep.

758

01:50:49.670 --> 01:50:50.450

Cooper City Hall: Yeah.

759

01:50:50.670 --> 01:50:55.829

Cooper City Hall: So... I didn't know we kicked in on the first ILA to...

760

01:50:55.980 --> 01:51:14.309

Cooper City Hall: To do towards the... Study? Yeah. So we were part of the study, yes. Did we vote on that? Yes. You guys got me. I don't know if we were a vote or not, but we were part of the study. I think you guys got me. No, we... that was done many years ago, like... No, you said 2023. No, there was a... The study was completed, but...

761

01:51:14.950 --> 01:51:20.709

Cooper City Hall: It started maybe a long time ago, I do not know the dates. Okay. And also, remember... So maybe they didn't get me, maybe they got you, Lisa.

762

01:51:21.590 --> 01:51:29.710

Cooper City Hall: Of course, Ryan. And remember, we had a good and fairly profitable interlocal agreement when...

763

01:51:30.090 --> 01:51:41.969

Cooper City Hall: with the county... With what? In reference to the, burn Baby burn? The garbage? Yeah. How is that profitable? On the back end.

764

01:51:42.100 --> 01:51:46.710

Cooper City Hall: When? They held that for the new thing, they're rolling that into the next thing they're controlling.

765

01:51:46.870 --> 01:51:49.289

Cooper City Hall: Greg, Greg Ross's committee, don't you remember?

766

01:51:49.520 --> 01:51:53.800

Cooper City Hall: I thought they paid us. Alpha, Omega or something, what's that thing called?

767

01:51:54.040 --> 01:51:56.489

Cooper City Hall: Alpha 250, would we ever see the money from it?

768

01:51:57.090 --> 01:52:10.459

Cooper City Hall: No, not the... yeah. This was pre... pre-you, Jacob. Oh, he's involved because Pines was smarter than us and didn't participate. The Resource Recovery Board, the RRB. Right? Pines and, I think Coral Springs were the two.

769

01:52:10.900 --> 01:52:17.030

Cooper City Hall: Broward County builds this... Not the Resource Recovery Board. Hey, if they build this, you think that they're gonna say, we're not gonna take yours?

770

01:52:17.630 --> 01:52:34.309

Cooper City Hall: They're gonna charge us money, and they're gonna charge... they're gonna look at what the going rate is to ship it to Georgia, and they're gonna say, oh, they gotta pay 50 bucks to ship it to Georgia, we'll do it for 49, or, you know, I'm making up the numbers. I think the capacity that... I'm sorry, the projected cost for the county to treat it is $52 a wet ton.

771

01:52:34.450 --> 01:52:36.810

Cooper City Hall: So, currently, we're paying...

772

01:52:37.360 --> 01:52:49.460

Cooper City Hall: close to about $80 a wet ton, and it will only get higher. Yeah, but what they're... that's... this is their fake projected cost. Once we're in agreement, they'll... and, oh, we didn't anticipate this, and... you know what I mean?

773

01:52:50.030 --> 01:52:56.780

Cooper City Hall: I mean, there are... Sterling Road, from Palm Avenue to Flamingo, Is there a road?

774

01:52:57.210 --> 01:53:01.150

Cooper City Hall: That they have been making us pay for since 1980-something, right?

775

01:53:01.710 --> 01:53:03.919

Cooper City Hall: Yeah, it... but going...

776

01:53:04.190 --> 01:53:16.619

Cooper City Hall: Staying on this issue, because I know... Oh, this is the same thing, so tell me about the penny tax. Anyone remember that? A penny tax. Remember Ross had that? We're all gonna get, we're all gonna get money, so all they did with the penny tax is take billions of dollars.

777

01:53:16.780 --> 01:53:19.600

Cooper City Hall: In subplant what they used to spend on transportation.

778

01:53:20.600 --> 01:53:28.799

Cooper City Hall: with the penny tax, and then they hoard the money, and now, because the state's looking at them, they said they're gonna give some money out, right? We're gonna get some money quicker?

779

01:53:29.290 --> 01:53:44.399

Cooper City Hall: They revised the interlocal, and now you... Yeah, because they're afraid about all the money they were hoarding. Right. Right? Right. And they did it with the sheriff's office, they said, 911 is kinda yours, but we're gonna control all the money, and we'll give you just enough to pay for it when we want, and then we'll get it back.

780

01:53:44.490 --> 01:53:52.970

Cooper City Hall: So, I'm just talking to you guys because you're standing there, but I think we... we tell them, let's see... let them see... build it, and then we'll participate then.

781

01:53:53.220 --> 01:54:04.740

Cooper City Hall: Yeah, and the... we asked that question, and they basically said... Of course they're gonna say no, otherwise you have to... No, no, no, they said that it will be capacity-dependent. So the people that buy into the program...

782

01:54:04.830 --> 01:54:14.030

Cooper City Hall: have priority on the capacity, if they have capacity. Now, the part that you're 100% right is that they're in no way guaranteeing the cost.

783

01:54:14.520 --> 01:54:17.680

Cooper City Hall: So they're saying we... this is our estimated cost.

784

01:54:17.800 --> 01:54:22.820

Cooper City Hall: But there's nothing in the agreements that is saying, we are going to guarantee this cost.

785

01:54:23.090 --> 01:54:25.709

Cooper City Hall: Yo. Yeah. It, it, it, it...

786

01:54:26.130 --> 01:54:32.460

Cooper City Hall: it's not an easy one, and that's why I knew it was going to take discussion and thought, because

787

01:54:32.870 --> 01:54:34.620

Cooper City Hall: But is this a reasonable thing?

788

01:54:34.740 --> 01:54:49.489

Cooper City Hall: Well, we know that the state is making it more difficult to... Is this a regional thing? Does everyone in Broward County have to get rid of the bio, whatever? In the state. No, but... Yeah. So why does the Broward County Commission handle this regional issue?

789

01:54:52.300 --> 01:55:05.060

Cooper City Hall: That's a good question for the County Commission. This isn't something everybody has... and everyone in Broward County has the same issue, right? Yeah. Everybody in Broward County, everybody in Miami-Dade County, everybody in Palm Beach County, right?

790

01:55:05.700 --> 01:55:07.500

Cooper City Hall: Yeah, that's the purpose of a county government.

791

01:55:07.680 --> 01:55:11.790

Cooper City Hall: Like, think about it, if you're the Broward County Commission, what do you... what's your job? What's left of your job?

792

01:55:12.930 --> 01:55:13.850

Cooper City Hall: Parks?

793

01:55:14.620 --> 01:55:15.990

Cooper City Hall: In libraries?

794

01:55:16.520 --> 01:55:19.560

Cooper City Hall: They've given away every... they don't have fire department, they gave that away.

795

01:55:19.820 --> 01:55:23.379

Cooper City Hall: They've given everything away. They've made almost every unincorporated area incorporate.

796

01:55:24.850 --> 01:55:37.120

Cooper City Hall: And they're masters at... Guys, he's not asking you guys, okay? I know, but I... No, Palm Beach County, the trash thing they have, they charge everybody in Palm Beach County, and the county handles it.

797

01:55:37.330 --> 01:55:39.190

Cooper City Hall: Does Dade kind of handle the trash thing?

798

01:55:39.520 --> 01:55:40.860

Cooper City Hall: The facility?

799

01:55:41.000 --> 01:55:54.370

Cooper City Hall: The county has a disposal facility, and people pay a tipping fee to go into... Did they make every city sign on and help build it and all that? They made an agreement with a lot of the cities to have flow control.

800

01:55:54.710 --> 01:56:05.860

Cooper City Hall: Because on the west side, you need to have an expectation as to how much flow you're going to get, and they made a lot of cities sign long-term agreements for... They have to build the facility?

801

01:56:06.170 --> 01:56:16.299

Cooper City Hall: No, but the county built the facility based on having a predetermined amount of flow, and they kind of... but they charge you... when you... when you show up, they charge you for the disposal.

802

01:56:16.820 --> 01:56:21.149

Cooper City Hall: Obviously, it's a slightly different model, because... What is the Broward County Commission doing, then?

803

01:56:22.520 --> 01:56:41.189

Cooper City Hall: Well, they are... What functions are they running in Broward County? What government functions? I have no idea. Okay, the airport and seaport are enterprise funds. So what are they operating? Well, beyond what they're doing, I guess my question is, has anyone asked, what are your concerns based upon whether

804

01:56:41.250 --> 01:56:52.900

Cooper City Hall: whether we go option 3, which seems the most realistic, but option 4, do you still see... is there budget concerns? Do you see them...

805

01:56:52.900 --> 01:57:01.440

Cooper City Hall: no longer entertaining contracts and squeezing us. What do you see an option for that would tell you, no matter what.

806

01:57:01.440 --> 01:57:06.319

Cooper City Hall: You know, what does our residents need to know based upon the decisions that we're preparing for?

807

01:57:07.330 --> 01:57:10.940

Cooper City Hall: I think some of the biggest problems we have now are the unknowns.

808

01:57:11.500 --> 01:57:22.379

Cooper City Hall: Are they going to continue to take it locally, or Orlando, or is it going to eventually end up out of state, as what we're being told, due to, certain House bills and Senate bills?

809

01:57:23.920 --> 01:57:32.860

Cooper City Hall: So those costs are unknown. It's only going to go up from here. They've already asked us for a 33% increase this year, actually, as of about less than a month ago.

810

01:57:33.350 --> 01:57:35.030

Cooper City Hall: So, you know, it's...

811

01:57:35.300 --> 01:57:42.429

Cooper City Hall: It's an expensive business to be in. And on top of that, the biosolids, the EPA, I just finished filing a report with them.

812

01:57:42.870 --> 01:57:51.790

Cooper City Hall: They're looking into regulating the PFAS. They're looking to regulating the PFAS in the biosolids, which is a big concern of theirs.

813

01:57:52.060 --> 01:57:56.169

Cooper City Hall: And that is... we don't have that capacity to eliminate that.

814

01:57:56.170 --> 01:58:17.879

Cooper City Hall: Yeah, yeah, can I stop him right there? PFAS, this is a real big issue throughout, throughout, you know, let's just say our country, but we'll say Florida's hyper-focused on it. So, Manny, for a second, just tell us, what does that even look like? Regulation comes down and they start, what does that look to even put us into? We would have to buy...

815

01:58:17.880 --> 01:58:20.869

Cooper City Hall: Certain equipment to re-treat the biosolids?

816

01:58:20.900 --> 01:58:25.260

Cooper City Hall: basically burn off all the PFAS in it, and the equipment is expensive.

817

01:58:25.950 --> 01:58:30.960

Cooper City Hall: And if you look at, Vermont, I think it is, in Maine, they've already eliminated land applied

818

01:58:31.040 --> 01:58:49.779

Cooper City Hall: Sludge. They have to ship it out of state, so the cost goes up even more. So, so, so can I, real quick? That's to Lisa. You know how Lisa likes to turn stuff into money? We essentially can't do that, if we wanted to. Is that a correct statement? We couldn't turn it into agricultural... Not unless we have the equipment. Right. Can't use it to grow in the garden?

819

01:58:49.900 --> 01:59:10.900

Cooper City Hall: So, so I was thinking to help Lisa, but it doesn't even make sense there. But the thing is, nothing... there's nothing in this agreement I can't imagine that says what level we have to trade it to. So, you know, the state could change that level, and then Broward County can say, we don't take that anymore, we might have to buy the equipment anyway to burn it to a certain level. Well, the county... yeah, the county is actually... they have in their plan to

820

01:59:10.900 --> 01:59:20.979

Cooper City Hall: for a PFAS section to reduce PFAS. One quick second, one quick second. Go ahead, Jake. I want to digress, just to speak very quickly on the PFAS. I'm not sure the entire Commission is aware, some number of years ago.

821

01:59:20.980 --> 01:59:24.219

Cooper City Hall: This commission approved the engagement of outside counsel

822

01:59:24.220 --> 01:59:32.060

Cooper City Hall: to join the multi-district litigation that's currently pending federally in the Southern District in South Carolina. This is a, sort of a,

823

01:59:32.160 --> 01:59:51.850

Cooper City Hall: a combination of all of the various lawsuits that were filed all over the country were consolidated. It's a consolidated action in South Carolina, pending before one federal judge. James Ferraro and the Ferraro Law Firm is representing the city on a contingency basis there. We're currently participants in three of the settlements with DuPont, 3M,

824

01:59:51.850 --> 02:00:01.599

Cooper City Hall: Tycho. I believe a number of the other named defendants are also negotiating settlements now. We do expect some recovery of dollars as a result of that participation at some point during this calendar year.

825

02:00:01.930 --> 02:00:09.890

Cooper City Hall: Mayor, with hearing that, and with our city manager, we don't know. That's a question mark on what the return would look like, but...

826

02:00:10.550 --> 02:00:13.350

Cooper City Hall: You've asked your staff to present to us

827

02:00:13.880 --> 02:00:23.859

Cooper City Hall: And... and what was your ultimate interest for this commission to have an idea of where we're headed in the very near future? Because this isn't really like...

828

02:00:24.070 --> 02:00:26.739

Cooper City Hall: What was your ultimate desire?

829

02:00:27.310 --> 02:00:32.900

Cooper City Hall: The county is pushing that within the next 45 days or so.

830

02:00:32.970 --> 02:00:45.760

Cooper City Hall: people make a decision whether you jump in or not. So this is the beginning of the education process, getting the, your concerns so we can follow up on your concerns and everything else.

831

02:00:45.770 --> 02:00:53.700

Cooper City Hall: So eventually, we can make a decision up or down whether we're going to join or not. I think we heard some...

832

02:00:53.770 --> 02:00:59.420

Cooper City Hall: good comments and concerns, you know, tonight. And,

833

02:00:59.450 --> 02:01:18.429

Cooper City Hall: we'll do more research and try to address the concerns that we have here tonight. But yeah, eventually we're going to have to jump in or jump out. Now, I did know with staff discuss the idea of having our own trauma drying, you know, just do...

834

02:01:18.480 --> 02:01:21.490

Cooper City Hall: But apparently there's no, plant...

835

02:01:21.570 --> 02:01:30.870

Cooper City Hall: That is small enough to fit our needs that would not be cost-prohibited. So, you know, so that option really was not there. Today.

836

02:01:30.980 --> 02:01:42.290

Cooper City Hall: And you never know what, with the pressures in the market, whether something else will happen 5 years from now, 10 years from now, in terms of the technology that can be developed.

837

02:01:42.390 --> 02:01:46.940

Cooper City Hall: For, you know, for addressing the trauma drying, which is a big.

838

02:01:47.180 --> 02:01:56.860

Cooper City Hall: big oven, basically, to get rid of all the water into a small facility like ours. But we'll, you know, we'll continue doing research. I never...

839

02:01:57.220 --> 02:02:06.140

Cooper City Hall: Expect you two guys to ball on this tonight, because this is a... it has huge long-term implications, and if we make the wrong decision, then,

840

02:02:06.830 --> 02:02:12.700

Cooper City Hall: It might end up costing us a lot of money on this. So, and, and the other thing, too, is...

841

02:02:14.190 --> 02:02:21.030

Cooper City Hall: So it just jumped 33%, concerning, but because of that jump, there might be a private market solution

842

02:02:21.190 --> 02:02:26.619

Cooper City Hall: Somebody's being developed, because there might be money there to be made, right? We just don't know, we have to just kind of see.

843

02:02:26.860 --> 02:02:29.470

Cooper City Hall: But... As an experienced

844

02:02:29.880 --> 02:02:44.829

Cooper City Hall: person dealing with the Broward County Commission, I haven't even read the ILA, but I guarantee it's ironclad in their favor. Do you disagree with that, Jacob, in your experience of dealing with the Broward County Commission? That would be par for the course for the county. Ironclad, you know? So they'll jack the price up, they'll change it...

845

02:02:45.030 --> 02:02:48.330

Cooper City Hall: And I kind of think the Broward County Commission should start doing their job.

846

02:02:49.700 --> 02:02:54.260

Cooper City Hall: And... I don't know. I have one question, Mayor.

847

02:02:54.850 --> 02:02:58.130

Cooper City Hall: The city manager said he heard some great questions.

848

02:02:58.300 --> 02:03:16.609

Cooper City Hall: would it be appropriate to say, what questions are you going to investigate further, and at what timetable will this come back? So, if... because you said we have about 45 days to respond to the county, whether we're in or out. Is that a fair... was that... is that fair?

849

02:03:16.630 --> 02:03:22.700

Cooper City Hall: Yeah, absolutely, and I think this is going to be on our agenda for the next meetings.

850

02:03:22.770 --> 02:03:28.430

Cooper City Hall: meeting March 10, March 24th, and we'll be... we'll continue to have discussion with the Commission.

851

02:03:28.590 --> 02:03:31.980

Cooper City Hall: What is Pembroke Pines doing? I don't know where they are.

852

02:03:32.300 --> 02:03:47.950

Cooper City Hall: So, I have a question. So, with all of the potential fines, et cetera, if we're in a negotiation, or we are drawing plans with the county, if we're part of this ILA, and...

853

02:03:48.360 --> 02:04:08.039

Cooper City Hall: state comes down on removing things, and we're not complying, do we get a bye until this is finished? No, you're mixing two separate things. Can I ask the people that are standing there? If the Florida legislature makes a law, can you predict what that law might be, and if it will have a bye, case Broward County Commission, blah blah blah blah.

854

02:04:08.570 --> 02:04:21.630

Cooper City Hall: They could force us to ship it out of state until the Broward County ILA is complete and designed and built. So we could inevitably just be paying enormous amounts of money while we're waiting for this to come to fruition.

855

02:04:21.770 --> 02:04:28.560

Cooper City Hall: The likelihood of the state legislature making a law that exempts us if we're working with Broward County Commission is slim to

856

02:04:28.940 --> 02:04:29.700

Cooper City Hall: None.

857

02:04:29.960 --> 02:04:30.670

Cooper City Hall: impact.

858

02:04:32.590 --> 02:04:51.450

Cooper City Hall: So, just wanted to give you a little bit more information. City of Margate, Miramar Plantation, and Coral Springs District... Coral Spring Improvement, that is the one that they already have the ILA with the Broward County. The others are working towards that. So we would be the fifth sucker in life?

859

02:04:52.420 --> 02:04:53.949

Cooper City Hall: Did you find out where?

860

02:04:55.960 --> 02:04:58.149

Cooper City Hall: Find out, see if you can find out where this is going on.

861

02:04:59.430 --> 02:05:15.989

Cooper City Hall: You said the place, where they want to build a facility? Powerline Road. Oh, yeah, Powerline, yes. Copenson Powerline, adjacent to the... So, question, you think Southlos Ranches, who doesn't have sewage, or they're going to be on ours, is going to commit to doing it? No. Do you think, West Park, who's on Broward County's?

862

02:05:15.990 --> 02:05:20.160

Cooper City Hall: Who treats West Parks, who does Broward County do sewage for?

863

02:05:20.250 --> 02:05:21.040

Cooper City Hall: Broken.

864

02:05:21.650 --> 02:05:39.160

Cooper City Hall: Who in Broward... what cities in Broward County? It depends, because some of the parties, for example, Dania Beach, they treated... I believe that Coconut Creek... Broward County treats, right? So you think those cities are gonna pay to join this? No, because they don't have a problem with it. No, because they don't have the... Because the county's already doing it. Right. Yeah. I think they may be increasing their...

865

02:05:39.560 --> 02:05:43.909

Cooper City Hall: Price for treatment, but... So will we.

866

02:05:45.970 --> 02:05:50.209

Cooper City Hall: I think this. We should think about this. We're really considering it, Broward County.

867

02:05:50.820 --> 02:05:52.209

Cooper City Hall: Take the road first.

868

02:05:53.880 --> 02:05:59.729

Cooper City Hall: Okay. Boom, tell them to take the road. I don't think our half million dollars is gonna make or break them. I think it's...

869

02:06:00.040 --> 02:06:06.600

Cooper City Hall: For us, I think it's Chicken Little and... What percentage of market share are they on the sewage, Broward County?

870

02:06:07.620 --> 02:06:18.130

Cooper City Hall: You work, Mike, you work for them, like, what percentage of the county, is the county treating of the sewage? A decent amount. Only 11 cities treat out of Broward County. Okay, so, like, this is a big problem for them.

871

02:06:19.040 --> 02:06:23.200

Cooper City Hall: A lot bigger problem for them than it is for us. Yes, because ours is less than 1%.

872

02:06:23.240 --> 02:06:42.789

Cooper City Hall: Yeah. It's still a big problem from us when they're raising rates, and they're looking to raise rates, and we're not... and we're already shipping our waste to Orlando. Not a problem. Okay, so then let's call it a vote on whether or not we should move forward with this, or not. Call a vote. No, no, no, no.

873

02:06:42.890 --> 02:06:50.630

Cooper City Hall: Is there a motion? Is there a motion? No motion. There's no motion. A motion to send Broward County a letter? They can go fly kite. No.

874

02:06:51.730 --> 02:06:55.129

Cooper City Hall: No, the idea was that if...

875

02:06:55.840 --> 02:07:10.210

Cooper City Hall: Idea was that we were gonna bring you to ILA or not for the Texas Commission, so that... They're smart. They say 45 days, like you said, is first call, they're really playing games. They know... they gotta build something to handle all the stuff they do. They say, let's see which suckers we can get to jump in on it first.

876

02:07:10.210 --> 02:07:26.409

Cooper City Hall: Mr. Manager, I just want to go ahead and take the liberty to thank your team, because I know what they do, and I know coming up here presenting, and having us debate something that we get frustrated on, our counterparts in Fort Lauderdale, out of Broward County.

877

02:07:26.410 --> 02:07:43.379

Cooper City Hall: Thank you, guys. This discussion has no bearing on our value... on your value to the city and how we value you guys. But I am looking for, I guess, are you looking for consensus? And I think it sounds like you have consensus that you're coming back to us with more information?

878

02:07:44.720 --> 02:07:55.740

Cooper City Hall: Yeah, Commissioner Spencer, I'm obviously being sarcastic, and it's not you guys, I appreciate you guys coming out tonight. No, I appreciate you guys coming out, I'm just, you know, because you happen to be standing in front of me, I'm...

879

02:07:56.180 --> 02:07:59.379

Cooper City Hall: talking at you as if you're the Broward County Commission, but...

880

02:07:59.590 --> 02:08:12.230

Cooper City Hall: You know, I know you're not. Yeah, we thank you guys, trust me. Yeah, we appreciate you guys coming out. No, I know, I know. Yeah, we appreciate that. Thank you, though. Thank you, guys.

881

02:08:15.880 --> 02:08:24.649

Cooper City Hall: One more, but this one is an easy one, because I think I know the answer to the question.

882

02:08:25.550 --> 02:08:44.580

Cooper City Hall: I got a letter from my colleague, town manager of Southwest Ranches. He was instructed by his, city commission to ask if we could waive the 25% surcharge on connection fees. I mean, that's... $5 million to hook it. Is this April? Huh?

883

02:08:45.070 --> 02:08:55.400

Cooper City Hall: Yes. No, no, no, it is not. So, as part of the protocol, I am informing the Commission that we had the request, and

884

02:08:55.400 --> 02:09:05.809

Cooper City Hall: It is right now part of our city code that we charge this, and unless I hear instructions to modify the city code, I wouldn't really know what the answer that I need to give them is.

885

02:09:08.160 --> 02:09:27.029

Cooper City Hall: Thank you. Ellen, Lisa wants to not even allow it, so... I do have one item, just very briefly, Mayor. Earlier this afternoon, I forwarded the Mayor Commission an email that we received this morning from Legal Counsel for Renaissance. As the Commission may recall, we have a Chapter 162 code enforcement hearing currently scheduled for March 4th, this coming Wednesday morning.

886

02:09:27.030 --> 02:09:28.299

Cooper City Hall: at 9 AM,

887

02:09:28.310 --> 02:09:47.919

Cooper City Hall: Council for Renaissance had a death in the family, unfortunately, and they've asked for a continuance, a 30-day deferral, so Council could tend to some issues out of state as it relates to her personal situation. We'll work with the magistrate and the manager, I just wanted the Commission to be aware. As a matter of parallel enforcement, you'll also recall that we had direction

888

02:09:47.920 --> 02:09:57.879

Cooper City Hall: to pursue the potential revocation of their conditional use. We're in the process of working with your professional staff and our colleagues at BSO to bring that matter before the Commission.

889

02:09:57.880 --> 02:10:07.969

Cooper City Hall: Again, we're hoping sometime in April, subject to certain notice and completion of that review, but just wanted to make sure the Commission was publicly aware of that request we received this morning. That's all I have, Mayor. Thank you.

890

02:10:08.950 --> 02:10:10.190

Cooper City Hall: Commissioner Smith.

891

02:10:10.450 --> 02:10:13.050

Cooper City Hall: Thank you, Mayor. I just want to thank...

892

02:10:13.200 --> 02:10:28.280

Cooper City Hall: The city staff tonight, I also want to go ahead and, thank BSO. I know that we entertained tonight hearing some residents' concerns. I know, all of you have been engaging with our city to get it right for the residents, so I know,

893

02:10:28.530 --> 02:10:41.160

Cooper City Hall: That matters, and I know that's why we're here, to shape policy and to, you know, be a bridge agent for change. So, with that, I just, wanted to thank, everyone tonight, and thank you, Mayor.

894

02:10:42.060 --> 02:10:43.250

Cooper City Hall: Commissioner Malozzi.

895

02:10:43.550 --> 02:10:51.850

Cooper City Hall: Two things, where are we at with getting the vendor that botched the Do Not Block.

896

02:10:52.420 --> 02:11:06.799

Cooper City Hall: with fixing it, because... We went out of business. What? I'm not talking to you, Ryan. This is the third meeting that I've asked that this be fixed, and it's still a cluster. Who am I looking at? Aikens. Aiken.

897

02:11:07.150 --> 02:11:22.870

Cooper City Hall: Hello. Good evening, Commissioner Belosi. So, we have the contractors, so we communicate with them. Do you have the concern with every single location, or certain locations? You've only done two locations that I see, and both of those locations were not done properly.

898

02:11:23.760 --> 02:11:25.520

Cooper City Hall: 49th Street, right?

899

02:11:25.720 --> 02:11:32.060

Cooper City Hall: One more time. Can you go... 49th? 90th and 49th, and 90th and...

900

02:11:33.180 --> 02:11:37.880

Cooper City Hall: What's the... the side road? Dudley. Dudley. 90th and Dudley.

901

02:11:39.140 --> 02:11:41.869

Cooper City Hall: We have the contractor going back this week or next week.

902

02:11:42.670 --> 02:11:43.930

Cooper City Hall: And I'll keep you updated.

903

02:11:44.170 --> 02:11:51.230

Cooper City Hall: Can you give me a timeline, or tell them that I'm being annoying and I need to see it done? Because it's ridiculous.

904

02:11:51.370 --> 02:11:59.529

Cooper City Hall: Absolutely. Thank you. I want to thank Michael Cabello. I see you in the back, hiding behind your computer, don't worry, it's good.

905

02:11:59.950 --> 02:12:06.939

Cooper City Hall: he was at the pickleball tournament on Saturday, and he had developed a...

906

02:12:07.110 --> 02:12:10.870

Cooper City Hall: flow chart to move the games

907

02:12:11.040 --> 02:12:16.999

Cooper City Hall: And no courts were empty for more than, what, 2 minutes max? People were jumping on them.

908

02:12:17.320 --> 02:12:25.319

Cooper City Hall: The tournament ended... at around noon, which was wonderful. Last year's tournament was much...

909

02:12:25.440 --> 02:12:33.980

Cooper City Hall: longer and drawn out, just because there were a lot of empty courts, so the new flow chart was phenomenal, so I want to thank him for that.

910

02:12:33.980 --> 02:12:45.979

Cooper City Hall: Everybody that participated in our employee tournament, I would like to thank them for that, and you for buying them lunch, that was awesome. You're welcome. And... not you, Ryan.

911

02:12:46.020 --> 02:12:52.839

Cooper City Hall: I thought she was talking to you. City manager. And then the pickleball tournament that we had...

912

02:12:52.980 --> 02:12:54.789

Cooper City Hall: for the City of Cooper City.

913

02:12:55.190 --> 02:13:02.890

Cooper City Hall: our Relay for Life team that we had on Saturday, that generated over $2,000 to go towards Relay for Life, so...

914

02:13:02.890 --> 02:13:18.499

Cooper City Hall: Awesome job to everybody that came out. There were some people dressed in all pink, there were people with names of their relatives on their shirts, and it was just phenomenal, and I was so happy that... and everybody had fun.

915

02:13:18.530 --> 02:13:41.240

Cooper City Hall: Even the people that lost, well, some of them were not happy that they lost, but everybody had a really good time, and that was awesome. And I also want to remind everybody that on Friday, March 6th, is our final fundraiser, where it's a bunko night that's going to be at the Community Center. We're gonna have a bunch of great raffle items, and you do not need to know how to play bunko to participate.

916

02:13:41.240 --> 02:13:52.269

Cooper City Hall: go, and you will learn in 4 minutes how to play. All of these gentlemen were there last year, none of them knew what they were doing, and they actually had fun, and his 8-year-old

917

02:13:52.270 --> 02:13:54.200

Cooper City Hall: Ruled the room.

918

02:13:54.230 --> 02:14:12.109

Cooper City Hall: She was the bunko master, and she was phenomenal. So, anyone can do it, and if anyone knows of a business or any entity that would like to donate money for their raffle items, or donate items, we'll put them in baskets, we're doing that the Tuesday before, so...

919

02:14:12.110 --> 02:14:15.659

Cooper City Hall: Thank you very much, and, I appreciate everything.

920

02:14:16.020 --> 02:14:28.150

Cooper City Hall: Commissioner Katzmann. Thank you, Mayor. Kudos to you on your hard work, and Mike, and everybody else involved. I know you've been working your tail off, and she's been harassing us for gifts, and...

921

02:14:28.390 --> 02:14:38.300

Cooper City Hall: Buckets and all sorts of fun stuff. A few things. On behalf of all of us, I want to congratulate our assistant, Sabrina, on getting married.

922

02:14:38.690 --> 02:14:43.759

Cooper City Hall: I don't know her new last name, but if she has one. I didn't know her last one.

923

02:14:44.560 --> 02:14:50.670

Cooper City Hall: But we'll just call her Sabrina. I don't know that, I don't know if she's changing or not. Okay, well, we'll just congratulate Sabrina.

924

02:14:50.880 --> 02:15:04.260

Cooper City Hall: Second, I had the opportunity to speak at Embassy Creek Elementary Career Day on Friday, and did a little workshop with the students, and they broke out into groups,

925

02:15:04.380 --> 02:15:10.380

Cooper City Hall: This, this all relates back to our master plan, by the way. 15 minutes, we... Yeah.

926

02:15:10.650 --> 02:15:17.220

Cooper City Hall: Trust me, it was the same... I've spoken the same grade 3 years in a row, so I had to change things up. So, basically.

927

02:15:17.600 --> 02:15:34.050

Cooper City Hall: I won't explain the whole thing, but they voted at the very end. They had to convince each other which side they were on, on a new playground or a new splash pad, because we only had a limited amount of money. Sound familiar? So, we voted, I tallied every single class and every single vote.

928

02:15:34.100 --> 02:15:40.410

Cooper City Hall: And it came down to 56 to 55. Wow. So, I guess we have to do both?

929

02:15:40.800 --> 02:15:46.380

Cooper City Hall: I just thought that was a really interesting experiment. And these are...

930

02:15:47.070 --> 02:15:49.810

Cooper City Hall: Playground won by one vote. I'm sure it's...

931

02:15:50.150 --> 02:15:55.409

Cooper City Hall: No doubt. No, I wanted the splash pad, actually. We already have a playground. But...

932

02:15:55.620 --> 02:16:08.360

Cooper City Hall: Anyway, and it was a mix of 3rd and 5th graders, so... Anyway, they did a great job. The last thing I wanted to ask Mr. Ray, did you... have you gotten an update from the County Commission on the Pine Island?

933

02:16:08.750 --> 02:16:10.290

Cooper City Hall: Median?

934

02:16:10.550 --> 02:16:26.600

Cooper City Hall: Yeah, I could speak to that a little bit. The short answer is yes, Commissioner. So, we inquired of the county attorney's office about two weeks ago following our prior meeting. They made us aware of an agreement that the city and the county entered into in 2007 that we were previously unaware of.

935

02:16:26.670 --> 02:16:30.139

Cooper City Hall: Regarding the installation of some maintenance?

936

02:16:30.160 --> 02:16:35.999

Cooper City Hall: The county provided funding for the installation of some landscape maintenance in that median.

937

02:16:36.000 --> 02:16:51.359

Cooper City Hall: The county attorney's office is looking to do two things. They're looking to amend that agreement, although I'm not entirely sure why, because all the obligations under that agreement seem to have been satisfied. And they also... See how they work, although they... and they also are looking to further amend the tri-party agreement.

938

02:16:51.360 --> 02:16:58.410

Cooper City Hall: to provide for some additional median maintenance. They were not in agreement with the prior agreement approved by the Commission and the CDD.

939

02:16:58.410 --> 02:17:15.499

Cooper City Hall: So the county attorney's office is still working on a new document they intend to provide? I had meetings with them when Tom Good was the director. I understand, Commissioner. So, what can we do to expedite this? The instruction that I think we gave to the city was to call our county commissioner.

940

02:17:16.059 --> 02:17:29.900

Cooper City Hall: We've been interfacing with the county attorney's office. Has... Mr. Ray, have you reached out to the county... No, because we're trying to figure out a path with the county attorney's office, so I can tell the path... There's no path. The path is that they're going to...

941

02:17:31.510 --> 02:17:45.399

Cooper City Hall: drown in legal paperwork where we could just supersede them and have our county commissioner support us. It does make sense to find out what they're gonna say, because if they weren't right there, they wouldn't have had that agreement, and then they're gonna go to Gallagher's gonna say, I'll make a trick with them. So...

942

02:17:45.910 --> 02:17:51.490

Cooper City Hall: I mean, literally are trying to make a median look nice.

943

02:17:51.629 --> 02:17:53.460

Cooper City Hall: Alright, I'm gonna bring it up every meeting.

944

02:17:53.600 --> 02:17:59.490

Cooper City Hall: Yeah, that's fine. I think we need to become more like the Broward County Commission.

945

02:18:00.240 --> 02:18:03.259

Cooper City Hall: Every single thing they do comes with strings attached.

946

02:18:03.570 --> 02:18:10.459

Cooper City Hall: Every single thing. The... the... the buses that we have now come here? Oh, but we have to clean up after the buses, right?

947

02:18:11.350 --> 02:18:15.119

Cooper City Hall: We have an interlocal agreement where we're gonna go pick up the trash for their buses.

948

02:18:15.260 --> 02:18:23.719

Cooper City Hall: Every single thing is like this, so we need to become like the Broward County Commission. We give away our responsibilities to somebody else, and we make them do it through legal agreements.

949

02:18:25.030 --> 02:18:27.569

Cooper City Hall: Right? What else do they do?

950

02:18:31.559 --> 02:18:32.250

Cooper City Hall: What else you got?

951

02:18:32.780 --> 02:18:37.329

Cooper City Hall: Think about it. There's no unincorporated areas, so what are they doing?

952

02:18:38.860 --> 02:18:39.830

Cooper City Hall: I'm waiting for you to run.

953

02:18:40.200 --> 02:18:57.890

Cooper City Hall: They wouldn't... they'd all be gone. All this... no, actually, the attorney's really good. He's phenomenal. Everything's in their favor. But, I mean, look at... have you seen Bill Lips? Not Bill Lips, Brian Pickle, looks like... Oh, I told you that. Looks like they're landing helicopters and stuff on there. There's no grass, it's all yellow.

954

02:18:58.320 --> 02:18:59.040

Cooper City Hall: No.

955

02:18:59.459 --> 02:19:04.719

Cooper City Hall: Thank you guys, you know, for coming out. Got nothing else. Josh, thank you.

956

02:19:05.950 --> 02:19:21.199

Cooper City Hall: I could not believe that I could see all my players on the field last night. The lights look amazing at Bill Lips. Thank you. All of them are working. It looks great. Thank you, staff. Thank you. Thank you guys for being here tonight for us. Thank you for your support. Thank you. Welcome aboard.

957

02:19:21.670 --> 02:19:26.740

Cooper City Hall: You watched a meeting and you still came. That gives you a day off tomorrow, right off the bat.

958

02:19:26.920 --> 02:19:28.850

Cooper City Hall: Motion to adjourn.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 26-18 (Administration/Utilities)**

DATE: **March 10, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PURSUE FISCAL YEAR 2027 COMMUNITY PROJECT FUNDING REQUEST; AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS FOR FY2027 COMMUNITY PROJECT FUNDING; AUTHORIZING A LOCAL MATCHING OF GRANT FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO GRANT AGREEMENTS, ACCEPT THE GRANT FUNDING AND TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval to authorize the pursuit of a Fiscal Year 2027 Community Project Funding (CPF) Request to assist in funding the Cooper City Water Treatment Plant and Wastewater Treatment Plant Electrical System Improvements Project, in an amount not to exceed $10.310 million. If funded, to authorize the City Manager to accept the award of the grant funds, execute the grant agreement, expend budgeted funds, and take all necessary steps to implement the terms and conditions of the grant agreement.

BACKGROUND OF ITEM:
The House Appropriations Committee is accepting requests for Community Project Funding (CPF), formerly known as earmarks, for the Fiscal Year 2027 appropriations process. Through the CPF Program, Members of Congress – who know their districts best – are able to request direct funding for specific entities and projects in their districts to serve the public good. The House Appropriations Committee intends to fund community projects on a limited basis in the FY 2027 Appropriations bills. The CPF Requests that address the most significant needs of local communities, or provide a significant public good, are more likely to be included.

As a governmental entity, the City of Cooper City's CPF Request requires submission to the Office of Congresswoman Debbie Wasserman Schultz (FL-25) for consideration. Per the rules enforced by the House Appropriations Committee, each Member of the House may only submit 15 CPF Requests. Therefore, the Congresswoman's Office will not be able to accommodate every request received, even for the most worthy projects. The House Appropriations Committee will

conform to statutory match and cost-sharing requirements. If awarded, these federal awards would normally require a funding match or cost-share by a non-federal entity. Thus, the City must demonstrate the provision of a match source upon making this request (see the FISCAL IMPACT section).

ANALYSIS:
The City Manager recommends the pursuit of Fiscal Year 2027 Community Project Funding (CPF) Request to assist in funding the Cooper City Water Treatment Plant and Wastewater Treatment Plant Electrical System Improvements Project. The Project proposes to construct major upgrades to the WTP/WWTP electrical power equipment and distribution systems, generators, fuel storage, and electrical grounding system. This CPF Request is to assist in funding the Construction Phase and CEI Services for this Project. The Design Phase is scheduled to commence in FY2026.

STRATEGIC PLAN:
This Resolution support the City's Strategic Priority and Goal #1-Financially Sustain Cooper City as "Someplace Special," by increasing the City's financial strength through innovative thoughts and actions, while being mindful of the fiscal impact on residents. In addition, the Resolution directly meets the Strategic Objective to further diversify and increase the City's revenue sources to reduce reliance on property tax revenues. Furthermore, the Resolution supports the Strategic Priority #4-Citywide Revitalization to maintain and improve the City's infrastructure and appearance to support and ensure a sustainable and beautiful environment.

FISCAL IMPACT:
The total estimated cost of the Construction Phase and CEI Services for this Project is $20.620 million. A FY2026-27 Resilient Florida Grant Proposal was submitted for $10.310 million to assist in funding this Project, and the City's Proposal was ranked among the top 5 Statewide. The Resilient Florida Grant funding of $10.310 million is anticipated for award in the Summer of 2026. This CPF Request of $10.310 million will assist in funding the Construction and CEI Services as a federal cost-share. The Budgeted Amounts below are the current projections for FY2027 and FY2028 for Construction and CEI Services for this Project. The Remaining Amount is the portion of this Project to be funded by the Resilient Florida Program.

General Ledger Acct. Number	**Budgeted Amount**	**Requested Amount**	**Remaining Amount**
453-950-600000-002-PLESU Plant Electrical System Upgrade-Construction	$18,820,000	$9,410,000	$9,410,000
453-950-600000-003-PLESU Plant Electrical System Upgrade-CEI Services	$1,800,000	$900,000	$900,000
Totals	$20,620,000	$10,310,000	$10,310,000

ALTERNATIVES:
N/A.

ATTACHMENTS:

Resolution 26-18

RESOLUTION NO. 26-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PURSUE FISCAL YEAR 2027 COMMUNITY PROJECT FUNDING REQUEST; AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS FOR FY2027 COMMUNITY PROJECT FUNDING; AUTHORIZING A LOCAL MATCHING OF GRANT FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO GRANT AGREEMENTS, ACCEPT THE GRANT FUNDING AND TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City (the "City") seeks to pursue Fiscal Year 2027 Community Project Funding (CPF) Request to assist in funding the Cooper City Water Treatment Plant and Wastewater Treatment Plant Electrical System Improvements Project in an amount not to exceed $10,310,000; and

WHEREAS, the anticipated grant includes match or cost-sharing component that will be borne by the City; and

WHEREAS, the City's professional staff has recommended a local match in an effort to effectively maximize the impact of each dollar invested; and

WHEREAS, the City Commission of the City of Cooper City, Florida deems it to be in the best interests of the citizens and residents of the City of Cooper City to authorize the City Manager to pursue FY2027 Community Project Funding, execute the necessary grant agreements, execute any amendments and accept grant funding on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being

true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City, Florida hereby authorizes the City Manager to pursue Fiscal Year 2027 Community Project Funding request and to execute the necessary grant agreement and any necessary amendments associated with such funding opportunities. The City Commission hereby further authorizes a local match requirement for such grants.

Section 3. The City Manager, or City Manager's designee, is hereby authorized and directed to accept the grant funds and to take any and all action necessary to effectuate the intent of this resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 10th day of March, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

CITY COMMISSION
STAFF REPORT

TITLE: **Resolution 26-19 (Administration/Utilities)**

DATE: **March 10, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE US ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR THE CITY'S GRAVITY SEWER LINE REHABILITATION/INFLOW AND INFILTRATION CORRECTION PROJECT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT FUNDING; AUTHORIZING A LOCAL MATCHING OF GRANT FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO GRANT AGREEMENT; DRAW DOWN FUNDS; EXPEND BUDGETED FUNDS; AND TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends the acceptance of the Grant funds and approval to execute the Grant Agreement and any necessary amendments associated with the US Environmental Protection Agency (EPA) for the City of Cooper City for Gravity Sewer Line Rehabilitation/Inflow and Infiltration Correction Project, to draw down funds, expend budgeted funds, and take all necessary steps to implement the terms and conditions of the Grant Agreement.

BACKGROUND OF ITEM:
The City submitted a FY2024 Community Project Funding (CPF) Request to the Office of Congresswoman Debbie Wasserman Schultz (FL-25) to assist in funding the City of Cooper City for Gravity Sewer Line Rehabilitation/Inflow and Infiltration Correction Project. In April 2024, Congress identified this Project and the associated funding level of $959,757.00 in the 2024 Consolidated Appropriations Act. A check presentation with Congresswoman Wasserman Schultz was held during May 28, 2024, City Commission Meeting.

In September 2024, the city initiated a comprehensive and rigorous application process for this EPA Grant Funding. Subsequent to a stringent Federal review, the City successfully met the EPA's eligibility criteria and was Officially Awarded $959,757.00 in February 2026. These Federal awards require a funding match, or cost-share, by a non-federal entity (see the FISCAL IMPACT section on page 2).

ANALYSIS:
The Project proposes to rehabilitate approximately 1.6 miles of deteriorated and leaking gravity sewer lines and address inflow and infiltration to improve the City's sewer system's efficiency, reduce sanitary sewer overflows (SSOs), and enhance the longevity of the wastewater collection system.

STRATEGIC PLAN:
The Resolution directly meets the Strategic Objective to further diversify and increase the City's revenue sources to reduce reliance on property tax revenues. Furthermore, the Resolution supports the Strategic Priority #4-Citywide Revitalization to maintain and improve the City's infrastructure and appearance to support and ensure a sustainable and beautiful environment.

FISCAL IMPACT:
The total EPA approved award and allowable budget for the Construction Phase of this Project is $1,199,696. The EPA agrees to cost-share 80% of all approved budget period costs incurred, during 06/01/2026 through 11/30/2027, up to and not exceeding the total Federal funding of $959,757.00. The City's local match cost-share is $239,939.00.

ALTERNATIVES:
N/A.

ATTACHMENTS:
Resolution 26-19
Exhibit A - US Environmental Protection Agency (EPA) Grant Agreement

RESOLUTION NO. 26-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY FOR THE CITY'S GRAVITY SEWER REHABILITATION/INFLOW AND INFILTRATION CORRECTION PROJECT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO THE GRANT AGREEMENT, TO ACCEPT THE GRANT FUNDING AND TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City, Florida deems it to be in the best interests of the citizens and residents of the City of Cooper City to approve the grant agreement with the U.S. Environmental Protection Agency for the City's Gravity Sewer Rehabilitation/Inflow and Infiltration Correction Project, attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City, Florida hereby approves and authorizes the execution of the grant agreement with the U.S. Environmental Protection Agency for the City's Gravity Sewer Rehabilitation/Inflow and Infiltration Correction Project, attached hereto as Exhibit "A."

Section 3. The City Manager, or City Manager's designee, is hereby authorized

and directed to execute any necessary amendments, to accept the grant funds and to take any and all action necessary to effectuate the intent of this resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of March, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 06D01626 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** CG	**DATE OF AWARD** 02/20/2026
TYPE OF ACTION: New	**MAILING DATE** 02/25/2026
PAYMENT METHOD: ASAP - EPA Prior Approval	**ACH#** PEND

RECIPIENT TYPE: Municipal	**Send Payment Request to:** R04-Community-grants@epa.gov
RECIPIENT:	**PAYEE:**
City of Cooper City 9090 SW 50TH PL Cooper City, FL 33328-4227 **EIN:** 59-6032417	City of Cooper City 9090 SW 50TH PL Cooper City, FL 33328-4227

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Akin Ozaydin 9090 SW 50th Place Cooper City, FL 33328-4227 **Email:** aozaydin@coopercity.gov **Phone:** 954-434-4300	Adnan Aydin 61 Forsyth Street S.W. Atlanta, GA 30303 **Email:** aydin.adnan@epa.gov **Phone:** 404-562-8416	Zakiya Davis Grants Management Section 61 Forsyth Street S.W. Atlanta, GA 30303 **Email:** davis.zakiya@epa.gov **Phone:** 404-562-8064

PROJECT TITLE AND DESCRIPTION

City of Cooper City for Gravity Sewer Line Rehabilitation / Inflow and Infiltration Correction Project

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
06/01/2026 - 11/30/2027	06/01/2026 - 11/30/2027	$ 1,199,696.00	$ 1,199,696.00

NOTICE OF AWARD

Based on your Application dated 12/12/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 959,757.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 959,757.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth Street S.W. Atlanta, GA 30303

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer	**DATE** 02/20/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 959,757	$ 959,757
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 239,939	$ 239,939
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 1,199,696	$ 1,199,696

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2024 Consolidated Appropriations Act (PL118-42)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2604WGG024	25	E5C	0424CCF	000B80	4192	-	-	$ 959,757
									$ 959,757

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Equipment	$ 0
5. Supplies	$ 0
6. Contractual	$ 0
7. Construction	$ 1,199,696
8. Other	$ 0
9. Total Direct Charges	$ 1,199,696
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 20.00 % Federal 80.00 %)	$ 1,199,696
12. Total Approved Assistance Amount	$ 959,757
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 959,757
15. Total EPA Amount Awarded To Date	$ 959,757

Attachment 1 - Project Description

This action provides funding in the amount of $1,199,696 to the City of Cooper City, Florida to implement its project to rehabilitate approximately 1.6 miles of deteriorated and leaking gravity sewer lines and address inflow and infiltration issues to improve the sewer system's efficiency as directed in the 2024 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project.

The activities to be performed include the execution and implementation of a wastewater infrastructure construction project. Workplan activities consist of assessing, pre and post cleaning and TV inspections (televising) of the sewer pipes and segments, removal of protruding taps and grease, and installing new, flexible liner material inside existing sewer pipes to repair damage, seal cracks, and restore structural integrity - essentially creating a new pipe within the old, without the need to excavate and replace the entire pipe. Specifically, rehabilitation will be performed using fold-in form liners and adhesives, and cutting and sealing of existing laterals through these liners after installation. Where necessary, grates, frames, isometric seals, etc. may be reconfigured or changed to minimize seepage and accomplish the project. All work, including active lateral connections, shall be reinstated, tested, and restored pipes and/or system shall be televised to confirm there are no leaks in the rehabilitated work.

The anticipated deliverables include a rehabilitated wastewater collection system that significantly reduces seepage of untreated sewage into the groundwater and prevents the flow of untreated sewage into sensitive waterways. The expected outcomes include reduced infiltration and inflow in the sewer system, leading to improved system efficiency and fewer sanitary sewer overflows (SSOs), longevity of the wastewater collection system, and protection of groundwater contamination and ultimately, the waterways. The intended beneficiaries include residents of City of Cooper City, Florida.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2026-10/fy_2026_epa_general_terms_and_conditions_effective_october_1_2025_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Adnan Aydin, Aydin.Adnan@epa.gov and Zakiya Davis, Davis.Zakiya@epa.gov

- Payment requests (if applicable): Adnan Aydin, Aydin.Adnan@epa.gov

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Adnan Aydin, Aydin.Adnan@epa.gov

B. New Recipient Training Requirement

The recipient agrees to complete the EPA Grants Management Training for Applicants and Recipients and the How to Develop a Budget training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to RAIN-2024-G01.

C. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at https://www.epa.gov/grants/epa-grantee-forms. The requests will report cumulative expenditures both

(federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to R04-Community-Grants@epa.gov,

the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email. Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **80%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the EPA General Terms and Conditions applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	**ACCEPTABLE DOCUMENTATION**
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: •meet the requirements in 2 CFR 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.•reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect	

non-working hours used during the pay period. •be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed•contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	• A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	• A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – must have an approved indirect cost rate agreement covering the period for the indirect costs being claimed or opt to use up to a 15% de minimis rate of Modified Total Direct Costs. See the General Terms and Conditions for additional information.	• A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred.• copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place.• copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the	• copy of procurement requests• copy of vendor invoices• quotes or bid announcements as required

PO and RFP.	
6. SUPPLIES	• invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order.• copy of procurement requests• copy of vendor invoices• quotes or bid announcements as required
7. CONTRACTUAL The contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the project officer.Contracts for Architectural and Engineering services are included in this category.The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10	• documents showing quotes or bid announcements as required.• evidence of the selection decision and a cost and price analysis• copy of contractor invoices
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.	• documents showing quotes or bid announcements as applicable.• evidence of the selection decision and a cost and price analysis• copy of contractor and vendor invoices
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are:• copies of procurement requests• copy of vendor invoices• quotes or bid announcements as required• documentation of participant support cost payments approved in the budget• cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS (Updated 12/04/25)

A. Performance Reporting (2 CFR 200.329)

The recipient agrees to submit performance reports to the EPA Project Officer on a semi-annual basis, no later than April 30 and October 30 of each year. The final performance report must be submitted no later than 120 calendar days after the period of performance.

Performance reports must relate financial data and project or program accomplishments to performance goals and objectives and include brief information on each of the following areas, as applicable: 1) a comparison of accomplishments to the outputs/outcomes established in the assistance agreement workplan for the reporting period; 2) explanations on why established outputs/outcomes were not met; and 3) additional information, analysis, and explanation of cost overruns or higher-than-expected unit costs..

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

B. Project changes (2 CFR 200.308)

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including but not limited to: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior approval in accordance with subpart E to 2 CFR Part 200 as applicable; the transfer funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities. This term and condition supplements the

requirements in the “Access to Records” General Term and Condition.

• **Procurement Document Submission**

(1) With the exception of projects that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over the simplified acquisition threshold as defined in 2 CFR Part 200.1 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records. include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE) proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements, including 40 U.S.C. 1101 et seq. *(the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33.

(2) Recipients that qualify for the procurement flexibilities discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract.

(3) All recipients, to include those that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2024 Consolidated Appropriations Act (P.L. 118-42), which was signed into law on March 9, 2024, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

This provision was carried forward in the FY 2025 Full-Year Continuing Appropriations and Extensions Act (P.L. 119-4). Accordingly, "prior to the date of enactment of this legislation" means contracts entered into prior to March 15, 2025.

(a) Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to March 15, 2025; and
- complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 15, 2025, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contract will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(a)(1) Contract Amendments after March 15, 2025, and FY 2024 Procurement Flexibility

Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after March 15, 2025, if the recipient has:

(i) procured services or products through contracts entered into prior to March 15, 2025;

(ii) entered into said contracts in compliance with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable,

and method of procurement); and

(iii) complied with state and/or local laws relating to contract amendments as applicable.

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 15, 2025, and contract amendments after that date, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into. The contracts and contract amendments will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts and amendments with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibilities discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: 40 U.S.C. 1101 *et seq. (the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33. This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in 40 U.S.C. 1101 et seq., or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to 40 U.S.C. 1101 et seq. must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of 40 U.S.C. 1101 et seq. include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
    - Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and

- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
    - In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in 40 U.S.C. 1101 *et seq.* apply.

(d) All recipients, to include those that qualify for the procurement flexibilities discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in subaward agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an

Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), and FY 2024 Consolidated Appropriations Act (Pub. Law 118-42) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community
- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication; contact information can be found at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community
- Project was wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project

type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance. For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

I. American Iron and Steel (AIS)

AIS requirements apply to this award agreement based on the directive Congressional language in the FY 2022, FY 2023, and FY 2024 Consolidated Appropriations Acts' (i.e., “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"). AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” mean the following products made primarily of iron or steel, where “primarily” means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) “steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. “Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron and/or steel, ;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act (BABA)

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's General Terms and Conditions**.**

(a) Definitions.

For legal definitions and sourcing requirements, the recipient must consult the EPA Build America, Buy America website, 2 CFR Part 184, and the Office of Management and Budget's (OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

(b) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions under the Water Programs section athttps://www.epa.gov/baba/build-america-buy-america-baba-epa-programs.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described athttps://www.epa.gov/baba/build-america-buy-america-baba-approved-waivers .

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);

ii Location and description of the project;

iii. Total cost of infrastructure expenditures, including federal and non-federal funds, as well as the source of any additional federal funds, if any;

iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;

v. Project schedule including earliest targeted installation dates of items requested to be waived;

vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;

vii. Recipient's Unique Entity Identifier (UEI);

vii. Anticipated impact if no waiver is issued; and

viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(c) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If the recipient seeks coverage under an existing general applicability BABA waiver, the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in 40 CFR Part 6. If EPA determines that a categorical exclusion is not appropriate for this project, the recipient agrees to submit information necessary for EPA to prepare an Environmental Assessment and issue a Finding of No Significant Impact. If the scope of the project changes, the recipient understands that additional environmental review may be necessary.

L. Davis-Bacon Labor Standards

1. Program Applicability

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328); and
- Consolidated Appropriations Act, 2024 (P.L. 118-42)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities**: Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities**: Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants."

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5 (a)(1)(iii).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

"By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients."

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M. Operation and Maintenance

The recipient agrees that that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years
- Wastewater and Drinking Water Process Equipment - 15 years
- Auxiliary Equipment - 10 years

CITY COMMISSION STAFF REPORT

DEPARTMENT Utilities

DATE: March 10, 2026

SUBJECT: Motion to approve an authorize Task Order 2026-02 with Hazen and Sawyer, pursuant to Resolution No. 2025-26 and RFQ No. 2024-1-PW, for professional consulting services to administer and implement the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit requirements; in an amount not to exceed $47,835 for the Fiscal Year 2026 and to authorize expenditures in each subsequent year not to exceed the approved budget amount for each respective fiscal year.

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the Commission approve Task Order 2026-02 with Hazen and Sawyer for professional consulting services to manage and implement the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit requirements. It also suggests approving expenditures of up to $47,835 in the current fiscal year and authorizing annual expenditures throughout the permit cycle, not to exceed each fiscal year's approved budget.

BACKGROUND OF ITEM:
The NPDES is a federal regulatory program established under the Clean Water Act to control the discharge of pollutants into surface waters of the United States. MS4 permits issued under this program require local governments to develop, implement, and maintain a comprehensive Stormwater Management Program to reduce pollutants in stormwater runoff to the greatest extent possible. As a co-permittee under the Broward County MS4 permit, the City is responsible for complying with applicable Florida Department of Environmental Protection (FDEP) requirements, which include public education and outreach, illicit discharge detection and elimination, construction and post-construction runoff control, pollution prevention in municipal operations, water quality monitoring, and annual regulatory reporting. Compliance with the NPDES MS4 permit is mandatory and ongoing, involving technical management, documentation, and program implementation to ensure the City meets federal and state stormwater quality standards.

ANALYSIS:
In accordance with Resolution No. 25-26 and RFQ No. 2024-1-PW: Continuing Professional Consulting Services – Water, Wastewater, and Stormwater, the City intends to enter into a professional services agreement with Hazen and Sawyer to manage and meet regulatory requirements related to the City's NPDES MS4 Permit (Permit No. FLS000016-004) as a Broward County co-permittee.

Hazen and Sawyer will serve as the primary consultant under the City's CCNA-managed continuing services contract, with Resource Environmental Solutions, LLC (RES) acting as a subconsultant. RES has supported the City's NPDES MS4 compliance program for many years and possesses extensive institutional knowledge of the City's stormwater system, monitoring data, reporting history, and regulatory duties. Previously, these services were provided through a piggyback agreement; moving to the CCNA contract structure ensures compliance with current procurement standards while maintaining program continuity.

Although RES will handle a large part of the technical compliance work, using Hazen and Sawyer as the main consultant is necessary and beneficial for several reasons.

- CCNA Procurement Compliance: NPDES MS4 services are engineering-related and must be procured through the state's CCNA procurement requirements. Hazen and Sawyer is an awarded firm within our CCNA pool; RES is not.

- Professional Oversight and Liability: As the lead consultant, Hazen and Sawyer provides professional engineering oversight, quality assurance, and quality control, and assumes contractual responsibility for deliverables, insurance, and regulatory coordination.

- Program Integration Capacity: Hazen and Sawyer has extensive water, wastewater, and stormwater engineering expertise, enabling the integration of MS4 regulatory compliance with capital planning, modeling, and infrastructure projects as needed.

This team structure enables the City to keep RES's expert MS4 program knowledge and history while meeting CCNA requirements and providing proper professional oversight.

The consultant team will provide comprehensive stormwater regulatory services, including preparing the Cycle 4, Year 9 Annual Report; documenting the Stormwater Management Program; assessing pollutant loading and monitoring; tracking TMDL and Bacteria Pollution Control Plan; coordinating with regulatory agencies; and conducting early compliance activities for Cycle 5, Year 1.

PROCUREMENT:
Hazen and Sawyer, P.C. is one of the consultants selected under Contract No. RFQ2024-1-PW for Continuing Professional Consulting Services (CCNA). RFQ2024-1-PW was approved at the April 22, 2025, Commission meeting for a five-year term, with an option to renew for one additional five-year period. Hazen and Sawyer, P.C. was awarded in the Water, Wastewater, and Stormwater category.

Under section 287.055(2)(g) F.S., a consultant selected through the CCNA process may be awarded a "continuing contract" for professional services, provided that the amount for each study does not exceed $500,000 without requiring additional competition.

FISCAL IMPACT:
There is $30,000 in the FY26 Budget allocated for this project. The remaining $17,835 will be available from the $325,000 budget for the Storm Water Rate Study, which is in the same line item, as that amount will not be fully used in FY26.

The “Remaining Amount” below shows the unencumbered balance in this line item after this transaction. $5,000 is currently encumbered for GIS Services.

Description	General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
Professional Services – Misc.	440-315-531190-538	$360,000	$47,835	$307,165

ATTACHMENTS:

1. Task Order 2026-02 Scope of Service
2. Task Order 2026-02 Permitting Fee
3. RFQ 2024-1-PW Executed Contract Water, Wastewater, Stormwater.
4. RFQ 2024-1-PW Hazen and Sawyer Submittal
5. RFQ 2024-1-PW Staff Report 4-22-25
6. Resolution No. 2025-26

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

EXHIBIT A
CITY OF COOPER CITY
CYCLE 4 NPDES PERMITTING
TASK ORDER NO. 2026-02
SCOPE OF SERVICES
FEBRUARY 5, 2026

PROJECT BACKGROUND

In accordance with Resolution No. 25-26 (Administration), RFQ# 2024-1-PW: Continuing Professional Consulting Services – Water, Wastewater, Stormwater, the following scope of services is provided by Hazen and Sawyer (CONSULTANT) as requested by the CITY.

The CITY requested that Hazen and Sawyer (CONSULTANT) provide stormwater engineering services for implementation of the requirements of the Cycle 4 Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-004 for the Broward County co-permitees, which includes the CITY.

SCOPE OF SERVICES

The CITY has requested CONSULTANT provide these services as detailed in the following scope of work.

TASK 1 – Project Management and Initiation

CONSULTANT will provide the following services for the duration of the project.

1. Project Coordination: Coordinate with the CITY via meetings, email, and phone conversations to respond to questions, provide regular project updates, and discuss planning activities and other program requirements.

2. Project Schedule: Identify key deliverables and milestones throughout the project.

3. Mange Budget: Manage the budget and schedule throughout the project.

TASK 2 – Preparation of Cycle 4, Year 9 Annual Report and Attachments

CONSULTANT will coordinate with CITY staff to obtain the data required to complete FDEP's Annual Report Form for the Cycle 4 Year 9 annual report (January 1, 2025 – December 31, 2025). This task includes ongoing coordination with the CITY during the year to document that the NPDES requirements for the consecutive year are being regularly performed and documented.

CONSULTANT will prepare the Cycle 4, Year 9 Annual Report. The deliverable will be the Annual Report, due to FDEP no later than June 30th, 2026. CONSULTANT will provide up to two draft versions

of the Annual Report for review to the CITY. CONSULTANT will provide the final Annual Report package to the CITY for submittal to FDEP. CONSULTANT will submit the Annual Report and attachment(s) to FDEP upon request.

CONSULTANT will prepare the Cycle 4, Year 9 Annual Report Attachments for the Cycle 4 Year 9 results, including Reporting of Assessment Plan Results (per Part V.B.3 of the Permit) and TMDL Status (per Part VIII.B.4 of the Permit).

1. Part V.B.3 of the Permit – Reporting of Assessment Plan Results
    a. The CITY's Stormwater Management Program (SWMP) Assessment Program Plan (Plan) was approved by FDEP on August 7, 2020. The CITY is required to annually assess their SWMP in accordance with the Plan. The Plan is comprised of two parts: the pollutant loading analysis and review of monitoring data.

    b. CONSULTANT will coordinate with the CITY to evaluate if there have been stormwater improvement projects implemented that included stormwater treatment over the Year 9 period. If so, pollutant reduction based on the treatment added will be calculated. These calculated reductions will be used to update the pollutant loading reductions and will be reported to FDEP in the Annual Report.

    c. CONSULTANT will review the County's monitoring data for sites 28 and 29 and evaluate potential concentration trends in the results. These monitoring sites were identified in the CITY's approved Plan to be used, in conjunction with the pollutant load analyses, for the evaluation of the SWMP.

2. Part VIII.B.4 of the Permit – TMDL Status
    a. In accordance with Part VIII.B.3 of the permit, the CITY submitted a Bacteria Pollution Control Plan (BPCP) for WBID 3281 with their Cycle 4 Year 3 Annual Report in June 2020. Part VIII.B.4 of the permit requires the CITY to report the progress of the recommendations included in the BPCP in Part IX of each subsequent Annual Report. To facilitate this reporting requirement, a table in Section 7 of the BPCP summarizing the Management Actions and BMPs that help reduce bacteria pollution implemented by the CITY as part of their day-to-day operations was previously provided. By reporting on the progress of the items outlined in that table, the CITY will satisfy the requirements of Part VIII.B.4 of the permit. CONSULTANT will coordinate with the CITY to compile the data and finalize the table to respond to Part IX of the Year 9 Annual Report.

TASK 3 – General NPDES Continuing Services

CONSULTANT will provide general NPDES-related assistance to the CITY, including the following subtasks:

1. It is anticipated that the Broward County co-permittees will implement a Year 10 of the Cycle 4 permit (January 1, 2026 – December 31, 2026) during the Cycle 4 permit. CONSULTANT will prepare a Year 10 Annual Report Checklist including backup materials requested.

2. CONSULTANT will attend meetings with the CITY or on behalf of the CITY as requested and preparing meeting minutes, for up to three meetings.

3. Assist the CITY with responding to one round of Requests for Additional Information (RAI) from FDEP in regard to the BPCP submitted to FDEP in June 2020 as an attachment to the Year 3 Annual Report. At this time, the CITY has not received an RAI or approval from FDEP. The deliverable for this task would be a response to an RAI, if issued by FDEP, for review and submittal by the CITY (or CONSULTANT as requested).

4. Provide technical support for the implementation of the NPDES MS4 Permit as needed and requested by CITY staff.

TASK 4 – Cycle 5, Year 1 Tasks

CONSULTANT will perform with the following Cycle 5, Year 1 subtasks:

1. Part II.A.2 of the Permit – Written SWMP Standard Operating Procedures (SOPs) (Due within 12 Months of Permit Issuance)

    a. CONSULTANT will review the CITY's current SOPs and develop, or update SOPs as needed based on the Cycle 5 permit requirements.

    b. CONSULTANT will meet with CITY staff to review required updates and create a plan with the CITY for implementation.

2. Part III.A.8.a of the Permit – MS4 Inspector Training (Due Within 12 Months of Permit Issuance)

    a. CONSULTANT will work with the CITY to develop and implement an MS4 inspector training program, or the CITY can utilize the use of the UF IFAS SQUINT inspector training program.

3. Part III.A.1.a of the Permit – Major Outfall Mapping (Due with Each Annual Report)

    a. CONSULTANT will review outfall inventory with CITY staff and provide an updated map of outfalls that were added or removed from the inventory.

4. Part III.A.1.b of the Permit – Non-Major Outfall Mapping (Due with Each Annual Report)

    a. CONSULTANT will review the CITY's current non-major outfall inventory with CITY staff and coordinate for inspection scheduling.

5. Part III.A.1.c of the Permit – MS4 Inspection & Maintenance (Due with Year 1 Annual Report)

    a. CONSULTANT will evaluate catch basin, inlets, and grate inspection procedures to determine the appropriate inspection and/or maintenance in accordance with updated permit requirements.

6. Part VI.B.1- Assessment Program Reporting Updates (Due with Year 1 Annual Report)

    a. CONSULTANT will evaluate the assessment program and provide an update. This update will include revisions or changes made to:

i. monitoring locations or frequencies,

ii. monitoring methods or parameters monitored,

iii. pollutant loading evaluation methods,

iv. The SWMP evaluation process.

ASSUMPTIONS

The following assumptions were made in preparation of the described scope:

1. CITY will provide the data necessary for the evaluation. CONSULTANT will identify if additional data is necessary.
2. The draft Annual Report and backup documentation will be submitted to the CITY no later than June 1, 2026. Any comments received from the CITY by Monday, June 10, 2026, will be addressed prior to submittal to FDEP on or before June 30, 2026.

SCHEDULE

The estimated schedule for the major work tasks is summarized below:

Task	Description	Duration for Task/Subtask (days)
1	Project Management and Initiation	365
2	Preparation of Cycle 4, Year 9 Annual Report and Attachments	180
3	General NPDES Continuing Services	365
4	Cycle 5, Year 1 Tasks	365

COMPENSATION

Compensation shall be made to CONSULTANT for a not to exceed amount of $47,835.00 as summarized below.

Task	Description	Compensation Type	Estimated Fee
1	Project Management and Initiation	Not to Exceed	$4,140
2	Preparation of Cycle 4, Year 9 Annual Report and Attachments	Not to Exceed	$19,460
3	General NPDES Continuing Services	Not to Exceed	$12,885
4	Cycle 5, Year 1 Tasks	Not to Exceed	$11,350
TOTAL			**$47,835**

SUBMITTED BY:

Hazen and Sawyer

BY: _____

Janeen M. Wietgrefe, PE, PMP

Vice President

Dated this ___ day of _____ 2026

APPROVED BY:

City of Cooper (CITY)

BY: _____

Akin Ozaydin, PE

Utilities Director/City Engineer

Dated this ___ day of _____ 2026

Hazen

EXHIBIT No. 1
FEE ESTIMATE
City of Cooper City
Task Order No. 2026-02
Cycle 4 NPDES Permitting

Task	Description	Vice President	Associate Vice President/ Senior Consultant	Principal Engineer	Assistant Engineer	Senior Designer	Total H&S Hours	Hazen Labor Cost
1	Project Management and Initiation	4	0	8	8	0	20	$4,140
2	Preparation of Cycle 4, Year 9 Annual Report and Attachments	6	0	12	15	0	33	$6,690
3	General NPDES Continuing Services	2	0	8	8	0	18	$3,510
4	Cycle 5, Year 1 Tasks	2	0	8	8	0	18	$3,510
	SUBTOTAL LABOR	**14**	**0**	**36**	**39**	**0**	**20**	**$17,850**
	Subconsultant Services - RES Florida Consulting, LLC (RES)							**$29,985**
	TOTAL FEE							**$47,835**

2025 FEE SCHEDULE								
		Vice President	**Associate Vice President/ Senior Consultant**	**Principal Engineer**	**Assistant Engineer**	**Senior Designer**		
	Billing Rate ($/hr)	**315.00**	**295.00**	**200.00**	**160.00**	**145.00**		

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

RFQ NO. 2024-1-PW
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA) AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the ___ day of _____, **2025** by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "City")

and

Hazen and Sawyer, P.C., an **Engineering** firm as listed with the Florida Department of Business & Professional Regulation, authorized to do business in the State of Florida, and with a business address of **4000 Hollywood Bvld, Suite 750 North, Hollywood, FL 33021** (hereinafter referred to as the "Consultant"). City and Consultant may hereinafter be referred to collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the Consultant has offered to provide Continuing Professional Consulting Services – Water, Wastewater, Stormwater Engineering, on a non-exclusive basis, that shall conform to the Statement of Qualifications (see Appendix A), Request for Qualifications ("RFQ") No. 2024-1-PW and all associated addenda and attachments incorporated herein by reference and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated January 21, 2025, which is incorporated herein by reference; and

WHEREAS, the City desires to procure from the Consultant such Continuing Professional Consulting Services – Water, Wastewater, Stormwater Engineering for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **November 1, 2024**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide Professional Water, Wastewater, Stormwater Engineering Services under a continuing contract, as

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

defined by Section 287.055(2)(g), F.S., as more particularly described in **Appendix "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications # 2024-1-PW

Continuing Professional Consulting Services – Water, Wastewater, Stormwater

1.2 On **March 11, 2025**, the proposals were opened publicly and the names of the respondents were read aloud.

1.3 On **April 1, 2025**, the CITY's evaluation committee certified CONSULTANT as qualified to provide the professional services as described in Appendix A, and shortlisted the CONSULTANT to provide Water, Wastewater, Stormwater Engineering services in accordance with the Consultant's Competitive Negotiation Act (CCNA), § 287.055(3)(c), Florida Statutes.

1.4 On **April 22, 2025**, the CITY Commission approved award to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render services more particularly described herein below.

1.5 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" in Section 287.055(2)(a), Florida Statutes, as amended from time to time.

ARTICLE 2
ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) City of Cooper City RFQ2024-1-PW and any associated addenda any other exhibits and attachments 4) the CONSULTANT's Proposal.

ARTICLE 3
SERVICES AND RESPONSIBILITIES

3.1 The CITY may request from the CONSULTANT from time to time, on an as-needed basis, Water, Wastewater, Stormwater Engineering services for various projects and assignments as more particularly described in Exhibit A. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to this Agreement and/or a Task/Work Authorization in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth in the Architect's/Engineer's Labor Rate list, attached hereto and by this reference made a part hereof as Appendix B.

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

3.2 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in §287.055(2)(g), Florida Statutes as amended from time to time. The scope of work set forth in Exhibit A includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, at its sole discretion, may add or remove projects to or from this list, subject to the requirements of §287.055, Florida Statutes.

3.3 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

3.4 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

3.5 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good architect/engineering practice by exercising the skill and ability ordinarily required of architects/engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida, and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

3.6 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of any work as more particularly described in Exhibit A, and required in accordance with any Task/Work Authorization issued pursuant to this Agreement.

3.7 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Cooper City, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

3.8 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

3.9 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

3.10 The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

CONSULTANT's services hereunder, and the CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing the CONSULTANT's services under this Agreement.

3.11 The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water and/or wastewater quality and/or quantity, or over the way the CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the CONSULTANT and the CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

ARTICLE 4
TERM FOR PERFORMANCE AND TERMINATION

4.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

4.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the term of this Agreement shall be five (5) years. The Term of this Agreement may be renewed upon the mutual written agreement of the Parties for one (1), additional five (5) year period.

4.3 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) business days of written notice to the non-terminating Party for such termination in which event CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as Work Authorizations/addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

4.4 **Default by CONSULTANT.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 CITY agrees to compensate CONSULTANT for each Task/Work Authorization issued by the CITY from time to time on an as-needed-basis, for a project or assignment. The compensation amount will be a not to

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

exceed fee or in accordance with the Architect's/Engineering's' Labor Rates more particularly described in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

5.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed in accordance with this Agreement and any Work Authorization issued hereunder. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

5.3 CONSULTANT expressly recognizes that CONSULTANT's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONSULTANT and that the Services will be assigned on an as-needed assignment/project basis.

5.4 CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

CONSULTANT's Remit Address:

Hazen and Sawyer, P.C.
Attn: Janeen Wietgrefe
4000 Hollywood Bvld, Suite 750 North
Hollywood, FL 33021

5.5 If any of the required services are rejected for any reason, the CONSULTANT shall be required to perform the services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

5.6 **Truth-In-Negotiation Certificate.** Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

5.7 **Post Contractual Obligations.** In the event that the term of this Agreement expires, and the CITY has already initiated a Work Authorization pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rates set forth herein, until completion of the assignment(s)/project(s). Notwithstanding the foregoing, these post contractual obligations shall be at the discretion of the CITY should this Agreement be terminated pursuant to Article 4.3, Article 4.4, or Article 15 herein.

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6.1 CITY or CONSULTANT may from time to time request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in Exhibit A, to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Such changes or additional work must be in accordance

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 CONSULTANT shall continue work when seeking a change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

6.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 7
INDEMNIFICATION

7.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its elected and appointed officials, agents, and employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, subcontractors or employees during the performance of this Agreement.

7.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

7.3 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability. Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE

8.1 **Insurance Requirements:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

8.1.1 Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

8.1.2 **Workers Compensation Coverage** to apply for all employees of the contractor, sub-

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars ($100,000) each accident.

8.1.3 **Comprehensive General Liability Coverage** with minimum limits of one million dollars ($1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.4 **Personal Injury Coverage** with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.

8.1.5 **Business Automobile Liability Coverage** with minimum limits of five hundred thousand dollars ($500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.6 **Professional Liability/Errors and Omissions Coverage** - Combined single limit each occurrence $1,000,000 general aggregate limit $2,000,000

The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

Policies must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

8.2 **REQUIRED ENDORSEMENTS**

8.2.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
8.2.2 Waiver of all Rights of Subrogation against the CITY.
8.2.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
8.2.4 CONSULTANT's policies shall be Primary & Non-Contributory.
8.2.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
8.2.6 The City of Cooper City shall be named as a Loss Payee on all Property Policies as their interest may appear.

8.3 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

8.4 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

UNCONTROLLABLE FORCES

12.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 15
DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

15.2 **Correction of Work**. If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

15.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Utilities Director or individual relative thereto.

15.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

15.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

15.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

15.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

15.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

15.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

15.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

15.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

15.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.5 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

15.5.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

15.5.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

15.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

15.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 16
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Tedra Allen
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300
TAllen@coopercity.gov

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2Is engaged in business operations in Syria.

ARTICLE 20
EMPLOYMENT ELGIBILITY

20.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1.1 **Definitions for this Section.**

20.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

20.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

20.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

20.2.2 All persons (including sub-vendors/sub-consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 21
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

ARTICLE 22
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONSULTANT agrees as follows:

22.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices employed, and that employees are treated during employment, to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

22.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

22.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.8 CONSULTANT will include the provisions of paragraphs (22.1.1) through (22.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 23
DAVIS-BACON ACT

CONSULTANT shall comply with the Davis-Bacon Act (40
U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

ARTICLE 24
COPELAND "ANTI-KICKBACK" ACT

CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

ARTICLE 25
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701- 3708)

Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

25.1 **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

25.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (25.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (25.1) of this section, in the sum of

$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (25.1) of this section.

25.3 **Withholding for unpaid wages and liquidated damages**. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (25.2) of this section.

25.4 **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.1) through (25.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (25.1) through (25.4) of this section.

ARTICLE 26
CLEAN AIR ACT

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

ARTICLE 27
FEDERAL WATER POLLUTION CONTROL ACT

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

ARTICLE 28
SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

28.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

28.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 29
BYRD ANTI-LOBBYING AMENDMENT

As amended (31 U.S.C. § 1352). CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

ARTICLE 30
COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 31
PROCUREMENT OF RECOVERED MATERIALS

The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 32
REPORTING

Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

ARTICLE 33
RIGHTS TO INVENTIONS

CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty- free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

ARTICLE 34
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 35
DHS SEAL, LOGO, AND FLAGS

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

ARTICLE 36
COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

ARTICLE 37
FRAUDULENT STATEMENTS

CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

ARTICLE 38
PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

38.1 PROHIBITIONS

38.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

38.1.2 Unless an exception in paragraph 21.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

39.1.3 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

39.1.4 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

39.1.5 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

38.2 Exceptions.

38.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

38.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

38.3 Reporting Requirement.

38.3.1 In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 38.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

38.3.2 The CONSULTANT shall report the following information pursuant to paragraph 38.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

ARTICLE 39
DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLE 40
AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ARTICLE 41
LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the CONSULTANT grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

ARTICLE 42
OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

ARTICLE 43
LEGAL REPRESENTATION

It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

ARTICLE 44
RECORDS

CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

ARTICLE 45
ASSIGNMENTS; AMENDMENTS

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 46
NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 47
NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective places for giving of notice:

CITY:

a) to the Project Manager
Akin Ozaydin
City of Cooper City, Utilities Department
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 111
Email: AOzaydin@CooperCity.gov

and,

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

b) to the Contract Manager
Tyrone White
City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Email: Purchasing@CooperCity.gov

Copy To:

Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: JHorowitz@gorencherof.com

CONTRACTOR:

Hazen and Sawyer, P.C.
Attn: Janeen Wietgrefe
4000 Hollywood Bvld, Suite 750 North
Hollywood, FL 33021
Telephone No. (954) 987-0066
Email: jwietgrefe@hazenandsawyer.com

ARTICLE 48
BINDING AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

ARTICLE 49
HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 50
APPENDIXES

Each appendix referred to in this Agreement forms an essential part of this Agreement. The appendixes if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 51
SEVERABILITY

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 52
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 53
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 54
ATTORNEYS' FEES

In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

ARTICLE 55
PROTECTION OF CITY PROPERTY

At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

ARTICLE 56
COUNTERPARTS AND EXECUTION

This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

ARTICLE 57
COMPLIANCE WITH STATUTES

It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

ARTICLE 58

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

COMPLIANCE WITH JESSICA LUNSFORD ACT

CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

ARTICLE 59
NO THIRD PARTY BENEFICIARIES

The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

ARTICLE 60
E-VERIFY

Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

DocuSigned by:
Tedra Allen
6A9930738A34441...
TEDRA ALLEN, CITY CLERK

By: Signed by:
Alex Rey
432944AE9915453...
ALEX REY, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEED5417...
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

WITNESSED BY:

Guillermo A. Regalado
Signature

Guillermo Regalado
Print Name

Hazen and Sawyer, P.C.

By: Janeen M Wietgrefe

Name: Janeen M Wietgrefe, PE, PMP

Title: Vice President

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Janeen Wietgrefe as Vice President of **Hazen and Sawyer, P.C.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Hazen and Sawyer, P.C.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of July, **2025**.

PEGGY M. JAIME
Notary Public-State of Florida
Commission # HH 646213
My Commission Expires
March 02, 2029

Peggy Jaime
NOTARY PUBLIC

Peggy M. Jaime
(Name of Notary Typed, Printed or Stamped)

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

Appendix A – Scope of Services
Water, Wastewater, Stormwater

a. Water Plant design
b. Water distribution and sanitary sewer system designs
c. Water, Wastewater System Plan and Program Development (sewer overflow response plan, information management system program, GIS implementation, sewer system asset management program, gravity sewer system O&M program, pump station O&M and assessment/rehabilitation program, force main O&M and assessment/rehabilitation program, force main criticality assessment and prioritization program, force main rehabilitation and replacement program, capacity, management O&M program (CMOM))
d. Project programming / Conceptual design
e. Preparation of water distribution models
f. Preparation of sanitary sewer system models
g. Preparation of stormwater models
h. Groundwater modeling
i. Raw water well analysis
j. Raw water pump station analysis
k. Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction
l. NPDES permitting
m. Floodplain management
n. Design of stormwater systems
o. Development of schedules for design and construction
p. Preparation of estimated quantities, costs and bid forms
q. Construction support services
r. Evaluation of bids as compared to project budget
s. Sanitary Sewer Pump Station Evaluation and Design
t. Project Management
u. Detailed engineering for modifications to or construction of water control structures, canals, pump stations and similar facilities
v. Respond to RFIs
w. Attend meetings with City staff and presentations to City Council

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

Appendix B – Labor Rates

Assistant Engineer	$160
Associate	$240
Associate Vice President/Senior Consultant	$295
Engineer	$190
Graphics Designer	$155
Intern	$80
Principal Designer	$155
Principal Engineer	$200
Principal Scientist	$160
Scientist	$125
Senior Associate	$290
Senior Construction Manager	$250
Senior Designer	$145
Senior Funding Specialist	$220
Senior Graphics Designer	$210
Senior Principal Designer	$189
Senior Principal Engineer	$220
Senior Principal Scientist	$200
Vice President	$315

NOTE: The pricing proposed by CONSULTANT shall remain fixed and firm for no less than twelve (12) months after the award of this contract. The City will consider a price increase for labor rates upon receipt of a written notice submitted by the CONSULTANT after the Contract's anniversary date. Any price increases shall remain fixed and firm for no less than twelve (12) months after establishment of the increased rate(s). The City reserves the right to require a decrease for each line item. The City will consider a price decrease to each line item by notifying the Awarded Bidder(s) in writing, no later than thirty (30) days prior to the contract's anniversary date. Price adjustments (increase/decrease) for labor rates will be based on the following Bureau of Labor Statistics Producer Price Index (PPI) 12-month percent change for PPI series ID PCU5413—5413, industry group data for Architectural, engineering, and related services, not seasonally adjusted. Price increases shall not exceed three percent (3%). The Bureau of Labor Statistics PPI information can be found at **https://www.bls.gov/data/**.

All 12-month percent changes will be calculated using the formula in the table below:

Index Point Change	
Final Demand Price Index (Jan 2025)	196.001
Less: Previous Index (Jan 2024)	(192.537)
Equals: Index Point Change	3.464
Index Percent Change	
Index Point Change	3.464
Divided: By The Previous Index (Jan 2024)	192.537
Equals:	0.017991
Multiplied by 100 (to obtain percent)	0.017991 X 100

Docusign Envelope ID: 8DC16F07-C893-4BF2-B6E5-AC49FB840FB2

Index Percent Change	**1.7991%**

*** the table above is an example of how to calculate the 12-month percent change from January 2024 to January 2025 using the Bureau of Labor Statistics PPI series id: *PCU5413—5413*.

RESOLUTION NO. 2025-26

A RESOUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE FOLLOWING THIRTEEN (13) FIRMS FOR ARCHITECTURE, GEOTECHNICAL, MECHANICAL / ELECTRICAL / PLUMBING, TRANSPORTATION / TRANSIT, CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE, WATER / WASTEWATER / STORMWATER AND OTHER: 1) M.C. HARRY & ASSOCIATES, 2) K2M DESIGN, INC., 3) WALTERS ZACKRIA ASSOCIATES, PLLC., 4) OHLSON LAVOIE CORPORATION, 5) CALVIN, GIORDANO & ASSOCIATES, INC., 6) ROBAYANA AND ASSOCIATES, INC., 7) GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES, 8) R.J. BEHAR & COMPANY, INC., 9) KIMLEY-HORN AND ASSOCIATES, Inc., 10) THE CORRADINO GROUP, Inc., 11)MILLER, LEGG & ASSOCIATES, INC. DBA MILLER LEGG, 12) HAZEN AND SAWYER, 13) CRAVEN, THOMPSON & ASSOCIATES, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cooper City ("City") issued a Request for Qualifications under RFQ 2024-1-PW on November 1, 2024, to contract with various qualified consultants, from a wide range of disciplines, to provide general professional engineering services and similar services for various City projects, to comply with the Florida law known as the Consultant's Competitive Negotiation Act (CCNA), Statute 287.055; and

WHEREAS, the RFQ closed on January 21, 2025 and opened on January 24, 2025; and

WHEREAS, the services consist of a wide variety of disciplines, including but not limited to the following general categories: Architecture, Geotechnical, Mechanical/Electrical/Plumbing, Transportation/Transit, Civil Engineering, Landscape Architecture, Water/Wastewater/Stormwater and Other; and

WHEREAS, a Review Committee consisting of the City's Deputy City Manager, Utilities Director and CIP Manager, met on April 1, 2025 to review and evaluate the 45 submittals (Exhibit "B"); after the evaluation process, the Selection Committee selected twenty five firms to be short-listed. The City Manager selected and recommends thirteen (13) qualified consultants within their

respected disciplines as presented in the matrix attachment, referred to as Exhibit "A" and incorporated by this reference; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Manager or his designee is authorized to execute continuing services agreements between the City of Cooper City and the thirteen (13) consultants which are listed in Exhibit "A".

Section 3. That the funding for these services shall be subject to and made within the annual budget appropriations and in accordance with City ordinance and purchase policy procedures.

Section 4. Any individual work order of $20,000 or higher will be authorized by the City Commission.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 25-26 (Administration)**

DATE: **April 22, 2025**

DESCRIPTION: A RESOUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE FOLLOWING THIRTEEN (13) FIRMS FOR ARCHITECTURE, GEOTECHNICAL, MECHANICAL/ELECTRICAL/PLUMBING, TRANSPORTATION & TRANSIT, CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE, WATER/WASTEWATER/STORMWATER AND OTHER: 1) M.C. HARRY & ASSOCIATES, 2) K2M DESIGN, INC., 3) WALTERS ZACKRIA ASSOCIATES, PLLC., 4) OHLSON LAVOIE CORPORATION, 5) CALVIN, GIORDANO & ASSOCIATES, Inc., 6) ROBAYANA AND ASSOCIATES, INC., 7) GFA INTERNATIONAL, Inc. DBA UNIVERSAL ENGINEERING SCIENCES, 8) R.J. BEHAR & COMPANY, INC., 9) KIMLEY-HORN AND ASSOCIATES, INC., 10) THE CORRADINO GROUP, INC., 11) MILLER, LEGG & ASSOCIATES, INC. DBA MILLER LEGG, 12) HAZEN AND SAWYER, 13) CRAVEN, THOMPSON & ASSOCIATES, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager Recommends approval of Resolution 2025-26, to authorize the City Manager to execute an agreement with thirteen (13) firms for architecture, geotechnical, mechanical/electrical/plumbing, transportation/transit, civil engineering, landscape architecture, water/wastewater/stormwater, and other services.

BACKGROUND OF ITEM:
The City of Cooper City issued a Request for Qualifications under RFQ 2024-1-PW to contract with various qualified consultants, from a wide range of disciplines, to provide general professional engineering services and similar services for various City projects, in compliance with the Florida Statute 287.055 known as the Consultant's Competitive Negotiation Act (CCNA).

ANALYSIS:
The RFQ was issued on November 1, 2024, and closed on January 21, 2025. Submittals were opened on January 24, 2025.

The services consist of a wide variety of disciplines, including but not limited to the following general categories: Architecture, Geotechnical, Mechanical, Electrical, Plumbing (MEP), Transportation (Transit), Civil Engineering, Landscape Architecture, Water, Wastewater, Stormwater, and Other.

A Review Committee consisting of the City's Deputy City Manager, Utilities Director, and CIP Manager, met on April 1, 2025, to review and evaluate the 45 submittals (Exhibit "B"); after the evaluation process, the Selection Committee selected twenty-five firms to be short-listed. The City Manager selected and recommends thirteen (13) qualified consultants within their respective disciplines as presented in the matrix attachment, referred to as Exhibit "A" and incorporated by this reference.

Firm	Architecture	Geotechnical	MEP	Transportation	Civil Engineering	Landscape Architecture	Water, Wastewater, Stormwater	Other
M.C. Harry and Associates	X							
K2M Design, Inc.	X		X					
Walters Zackria Associates, PLLC	X							
Ohlson Lavoie Corporation	X							
Calvin, Giordano & Associates		X			X		X	X
Robayna and Associates, Inc.		X						
GFA International, Inc. DBA Universal Engineering Sciences		X						
R.J. Behar & Company, Inc.			X	X				
Kimley-Horn and Associates, Inc.				X	X	X	X	X
The Corradino Group, Inc.				X				
Craven, Thompson & Associates, Inc.					X		X	X
Miller, Legg & Associates, Inc. DBA Miller Legg						X		
Hazen and Sawyer							X	X

STRATEGIC PLAN:

Financially sustaining by fiscal and budgetary transparency to strengthen resident's understanding of the City's financial processes.

FISCAL IMPACT:
Funding for these services will be within budget appropriations, and any individual work order of $20,000 or higher will be authorized by the City Commission.

ATTACHMENTS:
1. Resolution 2025-26
2. Thirteen (13) submitted proposals

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Clerk's Office

DATE: March 10, 2026

SUBJECT: Motion to approve an agreement with the Broward County Supervisor of Elections (SOE) for the 2026 Cooper City Municipal Election. – **Clerk's Office**

BACKGROUND OF ITEM:
The Supervisor of Elections of Broward County conducts the municipal elections for the City.

ANALYSIS:
The Broward County Supervisor of Elections has asked all municipalities using the SOE to run their elections to sign an agreement outlining the services they will provide and the City's responsibilities.

FISCAL IMPACT:
The final election costs will depend on several factors, including the number of ballot styles, charter questions, and poll workers assigned. This will be included in the FY26/27 budget.

ALTERNATIVES:
N/A

ATTACHMENTS:
1. 2026 Municipal Election Agreement

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer ("Supervisor"), and the City of Cooper City, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor's duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes.

D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s) in Broward County, Florida. Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality's election(s) pursuant to the terms, conditions, and provisions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2. **Broward County Supervisor of Elections** or **Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. **Election Fees** means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor's performance of the Election Services, including without limitation

"election costs" as defined in Section 97.021(15), Florida Statutes, and amoun
Workers.

1.4. **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. **Municipal Election(s)** means the Municipality's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at BrowardVotes.gov.

1.7. **Polling Location(s)** means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections scheduled to occur in _____. If Municipality desires Supervisor to perform Election Services for any additional municipal elections ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election ("Final Invoice").

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, Municipality shall pay Supervisor the Election Fees incurred and for any other necessary costs as provided for in Section 3.8 herein for each applicable Municipal Election. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. For Polling Locations proposed by Municipality, Municipality shall provide to Supervisor copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing any additional security requested by Municipality for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent Municipality owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with

Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act a
Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the Municipal Clerk or other municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations under the Florida Election Code, and any municipal charter provision or ordinances in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, Municipality agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, municipal charter or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of Municipality.

3.5. Candidate Qualifications and Signature Verifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessments. Municipality shall accept and process all qualifying papers and fees from such candidates and Municipality shall promptly provide Supervisor with a list of all qualified candidates in the format required by Supervisor, at the end of the qualification period. If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties,

and political committees, Municipality shall be responsible for the preparati
English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the last day of Municipality's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, Municipality shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot and any pronunciation guides, the name of Municipality, the name of the Municipal Election, the titles of office(s), and any referendum titles, explanations, or questions. Municipality shall be solely responsible for all translation costs. Further, Municipality agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the Municipal Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: _____ (name and title)
_____
_____
Email address: _____

With a copy to:

_____
_____
Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida**. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after the election results has been certified, all vote processing equipment has been returned to

Supervisor's warehouse, and any post-election audit or reconciliation requi
Law, has been completed for the last Municipal Election covered by this Agreement.

7.2. Termination for Convenience. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise

requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and execu
BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its (name and title)_____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

__day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

_____ By:_____

, City Clerk

_____ day of_____, 202___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

_____

, City Attorney

EXHIBIT A - Municipal Election Cost Estimate

Description	**Cost per registered voter in Municipality (per election)**
Election Fees for candidate only municipal elections held in conjunction with county, state, or federal elections:	$0
With Ballot Question(s) Each Extra Ballot Page Side	$2.79 $0.15 x number of registered voters
Stand-Alone Election (only municipal races, question(s) are on the ballot) Each Extra Ballot Page Side Optional Early Voting	$2.79 $0.15 x number of registered voters Number of days of early voting x ($2.49 x number of registered voters)
Estimate of Municipality's Total Number of Registered Voters as of (3/25/2025): 23,587	**Estimated Cost for 2026 March Election : _____** **Estimated cost with extra ballot pages:** **_____ with 1 extra page** **_____ with 2 extra pages** **Estimated Cost for 2026 November General Election :** 0 **Estimated cost with ballot question(s) plus extra ballot pages:** $65,807.73 **at 2.79 per registered voter** $69,345.78 **with 1 extra page** $72,883.83 **with 2 extra pages**

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Finance

DATE: March 10, 2026

SUBJECT: Motion to approve and authorize the renewal of the Risk Management Consultant's agreement for one year, not to exceed $25,000, with up to five one-year renewals. - **Finance**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval and authorization to renew a consultant agreement for risk management duties for the year, at a cost not to exceed $25,000. (6.41 hours per week x 52 weeks x $75.00), with an option for five, 1-year renewals.

BACKGROUND OF ITEM:
On June 17, 2024, the city received a resignation letter from Lourdes Mantecon, the current Human Resources Director. Risk Management was part of the HR Director's responsibilities.

The risk management consultant offers support to:

1. The Finance Procurement Section helps determine the correct amount for the Certificate of Insurance (COI) for different solicitations.
2. Follow up on claims for damages the city has suffered.
3. Coordinate with our insurance carriers to monitor lawsuits filed against the city.

The consultant offers specialized expertise that the city did not have before.

FISCAL IMPACT:
The Risk Management Line has been budgeted at $25,000 in the 2025-2026 budget. For the period from October 1, 2025, through February 3, 2026, $9,543.75 was paid toward the remaining balance on the previous Purchase Order.

This leaves $29,456 budgeted but unspent for the HR Director Consultant position through September 30, 2026.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
001-130-531190-513	$39,000	$9,543.75	$14,000

ATTACHMENTS:

RISK AND INSURANCE MANAGEMENT PROFESSIONAL
PSC2026-5

THIS IS AN AGREEMENT, dated **April 1**, **2026**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

Eddie Beecher, a risk and insurance management professional with a business address of **5522 SW 114th Ave, Cooper City, FL 33330,** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the CITY's Code of Ordinances provides an exception to the CITY's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city and not otherwise subject to the requirements of F.S. § 287.055, as amended, may be entered into without competitive bidding." In accordance with this provision, the CITY has reviewed the qualifications, work history, and other relevant data provided by the CONSULTANT and determined it to be in the best interest of the CITY to enter into a contract with the CONSULTANT for professional services.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing (including any Attachments thereto).

ARTICLE 3. SERVICES AND RESPONSIBILITIES

3.1 CONSULTANT hereby agrees to perform consulting services, as more particularly described in **Appendix A** attached hereto and by this reference made a part hereof.

3.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

3.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

3.4 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

3.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 4. TERM AND TERMINATION

4.1 This Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the twelfth (12th) month, thereafter, March 31, 2027. The CITY, at its sole discretion, may renew this Contract for five~~three~~ (5~~3~~) additional, one (1) year terms.

The CITY may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period. The CITY will notify the CONSULTANT in writing of the one hundred-eighty (180) calendar day extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the CITY and the CONSULTANT, upon approval by the CITY Commission (the "Commission").

4.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days' written notice by the CITY to CONSULTANT, in which event the CONSULTANT shall be paid compensation for services performed up to the termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

4.3 **Termination of Cause**.

The CITY reserves the right to terminate this Contract, in part or in whole, or place the CONSULTANT on probation, or to avail itself of all other remedies available at law and equity, including injunctive relief and specific performance, in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the CONSULTANT, the CITY shall provide written notice specifying the breach to the CONSULTANT and advising the CONSULTANT that the breach must be cured immediately,

or this Contract may be terminated by the CITY. The CITY further reserves the right to suspend or debar the CONSULTANT in accordance with Sec. 2-266 of the Cooper City Procurement Code, resolutions and/or other governing legislation. The CONSULTANT will be notified by letter of the CITY's intent to terminate if, following the initial notice of breach, the CONSULTANT fails to timely or adequately, and to the satisfaction of the CITY, cure said breach. In the event of termination for default, the CITY may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated CONSULTANT. The CONSULTANT shall be responsible for all other direct damages incurred by the CITY arising out of the breach.

4.4 **Termination for Convenience.**

The CITY, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a thirty (30) day written notice to the CONSULTANT. Termination for convenience is effective on the termination date stated in the written notice provided by the CITY. Upon receipt of such notice, the CONSULTANT shall not incur any additional costs under the Contract. The CITY shall only be liable for reasonable costs incurred by the CONSULTANT prior to notice of termination. The CITY shall be the sole judge of "reasonable costs."

ARTICLE 5. NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY

a) to the Project Manager
City of Cooper City
Attention: Alex Rey
9070 S.W. 51th Street
Cooper City, Florida, 33328
Telephone No. (954) 434-4300 x 293
Email: ARey@CooperCity.gov

and,

b) to the Contract Manager
City of Cooper City, Procurement
Attention: Tyrone White
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Phone Number: (954) 434-4300 X 268
Email: Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Phone Number: (954) 771-4500
Email: JHorowitz@gorencherof.com

Consultant: Eddie Beecher
5522 SW 114th Ave.
Cooper City, FL 33330
Phone Number: (954) 806-2130
E-mail: EBeecher@msn.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

The CONSULTANT warrants that it has reviewed the CITY'S requirements and has asked such questions and conducted such other inquiries as the CONSULTANT deemed necessary to determine the price the CONSULTANT will charge to provide the Goods/Services to be performed under this Contract. The compensation for all Goods/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The CITY shall have no obligation to pay the CONSULTANT any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the CITY and the CONSULTANT.

All Work undertaken by the CONSULTANT before CITY'S approval of this Contract or after the expiration of this contract shall be at the CONSULTANT'S risk and expense.

ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT

7.1 CONSULTANT shall be compensated based on the hourly rates set forth in Appendix B for the scope of work set forth in Appendix A. Although travel and other reimbursable expenses are not expected, CONSULTNAT shall be entitled to mutually agreed-upon expenses, where necessary.

7.2 CONSULTANT shall submit invoices based on the work performed. The invoices shall include, but not be limited to, contract number, CITY purchase order number, date of service, the amount of time spent, a description of the service and whether the service was within the Scope of Work or an additional service, and any other information reasonably required by CITY. The CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

Commented [JGH1]: Please confirm

7.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 8. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

8.1 CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Appendix A, to be provided under this Agreement as described in Article 3 of this Agreement. These changes will affect the compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and shall be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith before any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

8.2 In no event will the CONSULTANT be compensated for any work that has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 9. INDEMNIFICATION

9.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

9.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

9.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

9.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 10. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANT'S insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY'S interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT'S liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or

eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY'S review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT 'Sinsurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. CONSULTANT shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. CONSULTANT shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the CONSULTANT'S Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at CONSULTANT'S expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an

updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is the CONSULTANT's responsibility to ensure that any and all of the CONSULTANT's independent consultants and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the CONSULTANT. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

ARTICLE 11. INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12. VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 13. PUBLIC RECORDS

10.1 The City of Cooper City is a public agency, subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org

ARTICLE 11. E-VERIFY

CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

11.1 Definitions for this Section:

11.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT.

11.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-

Verify System to verify the employment eligibility of:

11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

11.2.2 All persons (including sub-consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

11.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 13. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

ARTICLE 14. ACCESS TO RECORDS

CONSULTANT shall keep such records and accounts and require any and all sub-consultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

ARTICLE 15. ASSIGNMENTS; AMENDMENTS

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 16. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 18. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 19. APPENDICES

Each Appendix referred to in this Agreement forms an essential part of this Agreement. The appendices if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 20. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 21. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 22. LEGAL REPRESENTATION

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

ARTICLE 23. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 24. BANKRUPTCY

The CITY may terminate this Contract, if, during the term of any Contract, the CONSULTANT becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the CONSULTANT under federal bankruptcy law or any state insolvency law.

ARTICLE 25. DEFAULT OF CONTRACT & REMEDIES

25.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resulting from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

25.2 **Correction of Work.** If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

25.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

25.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Utilities Director or individual relative thereto.

25.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

25.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

25.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

25.4 **Remedies in Default.** In case of default by CONSULTANT, the CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify Consultant of such declaration of default and terminate the Agreement.

25.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

25.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re- letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

25.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

25.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 26. DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 27. ORGANIZATIONAL CONFLICT OF INTEREST

It is the policy of the CITY, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the CITY's procurement process and to protect the business interests of the CITY, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest, including, but not limited to, the CITY's Code of Ethics.
The CONSULTANT: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the CONSULTANT's certification to the CITY that the CONSULTANT or its subconsultants do not have knowledge of any organizational conflicts of interest that exist in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement and the CONSULTANT may be liable to the CITY for a false claim. At any time during the performance of the Agreement, the CITY may require the CONSULTANT to execute an express written certification that, after

diligent inquiry, the CONSULTANT does not have knowledge of any organizational conflict of interest. The CITY may also require the CONSULTANT to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the CONSULTANT or its subconsultants/subcontractors from award of other CITY professional service agreements.

The CONSULTANT and its subconsultants/subcontractors shall be obligated to disclose to the CITY any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or the Director's designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the CITY's analysis and propose a method to address the same. The CONSULTANT/subconsultants/subcontractors' failure to identify an organizational conflict of interest, or to disclose the same to the City in the manner set forth in this Article, may be considered a material breach of the Agreement.

ARTICLE 28. SCRUTINIZED COMPANIES

CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its sub-consultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its sub-consultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subconsultant/subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subconsultant/subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

By entering into this Contract, the CONSULTANT attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the CONSULTANT or any owner, subsidiary or other firm affiliated with or related to the CONSULTANT is found by the responsible enforcement agency or the CITY to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the CONSULTANT submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the CONSULTANT was not in violation at the time it submitted its affidavit.

ARTICLE 30. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Consultant is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the CONSULTANT providing an affidavit that it does not use coercion for labor or services. This attestation by the CONSULTANT shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the CONSULTANT and provided to the CITY when entering, amending, or renewing this Contract.

This Contract shall be void if the CONSULTANT submits a false Affidavit pursuant to Section 787.06, F.S., or the CONSULTANT violates Section 787.06, F.S., during the term of this Contract, even if the CONSULTANT was not in violation at the time it submitted its Affidavit.

ARTICLE 31. GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT agrees that it will comply with pertinent statues, Codes and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is an additional to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 32. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The CONSULTANT acknowledges that all computer software in the CITY's possession may constitute or contain information or materials which the CITY has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the CITY has developed at its own expense, the disclosure of which could harm the CITY's proprietary interest therein.

During the term of the Contract, the CONSULTANT will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the CITY has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the CONSULTANT and its employees, except as authorized by the CITY and, if the Computer Software has been leased or purchased by the CITY, all hired party license agreements must also be honored by the CONSULTANT's employees with the approval of the lessor or CONSULTANT thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The CONSULTANT will report to the CITY any information discovered or which is disclosed to the CONSULTANT that may relate to the improper use, publication, disclosure, or removal from the CITY's property of any information technology software and hardware and will take such steps as are within the Consultant's authority to prevent improper use, disclosure, or removal.

ARTICLE 33. PROPRIETARY RIGHTS

a) The CONSULTANT hereby acknowledges and agrees that the CITY retains all rights, title and interests

in and to all materials, data, documentation and copies thereof furnished by the CITY to the CONSULTANT hereunder or furnished by the CONSULTANT to the CITY or created by the CONSULTANT for delivery to the CITY, even if unfinished or in process, as a result of the goods or services the CONSULTANT performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, Subconsultant/Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The CONSULTANT shall not, without the prior written consent of the CITY, use such documentation on any other project in which the CONSULTANT or its employees, agents, Subconsultants, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the CONSULTANT to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the CITY's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the CITY.

c) Accordingly, neither the CONSULTANT nor its employees, agents, Subconsultant/Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the CONSULTANT, or any employee, agent, Subconsultant/Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the CONSULTANT's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the CONSULTANT and its Subconsultants/Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the CONSULTANT hereby grants, and shall require that its Subconsultants, Subcontractors and suppliers grant, if the CIT so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the CITY or entities controlling, controlled by, under common control with, or affiliated with the CITY, or organizations which may hereafter be formed by or become affiliated with the CITY. Such license specifically includes, but is not limited to, the right of the CITY to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the CITY for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the CITY or entities controlling, controlled by, under common control with, or affiliated with the CITY, or organizations which may hereafter be formed by or become affiliated with the CITY. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the CONSULTANT without the express written consent of the CITY:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the CITY, or the Work being performed hereunder, unless the CONSULTANT first obtains the written approval of the CITY. Such approval may be withheld if for any reason the CITY believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any CONSULTANT, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed

hereunder except upon prior written approval and instruction of the CITY; and

c) Except as may be required by law, the CONSULTANT and its employees, agents, Subconsultants/Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the CONSULTANT or such parties has been approved or endorsed by the CITY.

ARTICLE 35. FOURCE MAJEURE

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake, etc.), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the CITY nor the CONSULTANT shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the persons designated in the Notice provision above in this Agreement. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to CITY operations. The CITY maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

_____ By: _____
TEDRA ALLEN, CITY CLERK ALEX REY, CITY MANAGER

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

WITNESSED BY: **Eddie Beecher,** a Florida Corporation

_____ By: _____
Signature

Name: _____

_____
Print Name Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **Eddie Beecher.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Eddie Beecher** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, **2025**.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires: _____

APPENDIX A

SCOPE OF SERVICES

Consultant will serve as the City's Interim Risk/Insurance Manager.

Job Summary

The Consultant will perform supervisory, professional, administrative and technical work in the management of the insurance and contractual risk division for the City. The Consultant will:

- perform the independent, complex work related to the review and application of insurance coverage, setting insurance requirements for vendors, managing certificates of insurance (COIs) and analyzing premium budgeting allocations, including the collection and maintenance of policy documentation/information;
- be responsible for developing, revising and managing operational procedures;
- applies and interpret industry insurance regulations, standards, policies, regulations and practices;
- maintains working relationships with appointing authorities, responsible department officials, purchasing/procurement vendors, service providers, and/or supplies, insurance carriers, governmental agencies, employees, the public, and others;
- be a creative senior manager to lead, motivate, train and implement teamwork to achieve department objectives;
- exercise independent judgement in making insurance and risk transfer decisions. Unprecedented and the most significant determinations are sometimes subject to final review and approval by the City Manager and City Attorney's Office;

Essential Job Functions:

The Consultant will perform the following list of essential functions within this role. The list is not exhaustive, and the omission of an essential function does not preclude management from assigning duties not listed if such functions logically align with the position:

- Supervises, trains, assigns and reviews work of personnel performing a variety of duties in connection with City insurance program and insurance requirements in the contractual risk transfer program.
- Plans, organizes and coordinates the renewal process for all insurance policies each year, including oversight and assistance in gathering exposure data, loss information and application completion.
- Reviews insurance policies for accuracy and coordinates necessary modifications
- Manages and assists with contract reviews as well as develops, monitors, or evaluates appropriate insurance terms, conditions and limits.
- Prepares and manages data and information for management officials, department officials, brokers, insurance companies, and the State of Florida.
- Consults with legal representatives, representatives of the insurance industry, and regulatory agencies in connection with the preparation and award of contracts and other matters.

- Prepares specifications and bid information necessary for writing the request for proposals (RFP) on a diverse and broad range of insurance policies/contracts.
- Prepares specifications for Risk Department Request for Proposals (RFP) and manages department contracts for Broker Services, Risk Management Information System (RMIS), certificates tracking and other department contracts.
- Manages the certificates of insurance from insurance brokers for the departments, directors and management.
- Develops insurance requirements for a large range of Cooper City solicitations.
- Reviews and monitors contracts, makes recommendations, and participates in negotiations regarding insurance requirements for contractual transfer.
- Manages certificates of insurance for vendors doing business with Cooper City.
- Conduct investigations into incidents, accidents, or claims to determine root causes and prevent recurrence.
- Establish and supervise an effective safety and loss prevention program.
- Discusses insurance requirements with vendors, brokers/agents, and other agencies or departments.
- Provides expert technical expertise and guidance to City agencies on liability insurance and contract laws and regulations.
- Provides technical guidance and recommendations to support claims adjusters on liability insurance, regulatory, and legal precedents.
- Assist in the department and other departments associated with risk management-related budget process.
- Performs other related job duties as assigned.

Assigned Employee: Eddie Beecher

Position Title: Interim Insurance/Risk Manager

Estimated Weekly Working Hours: 10 hours

APPENDIX B
PRICE SCHEDULE

Assigned Staff	Estimated Weekly Hours	No. of Weeks	Hourly Rate:
Eddie Beecher	6.41	52	$75.00

Contract should not exceed $25,000.00 Annually

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Clerk's Office

DATE: March 10, 2026

SUBJECT: Motion to approve a Piggyback agreement between the City of Cooper City and Granicus, LLC, pursuant to Omnia Partners Contract No. 159768, for Software and SaaS Solutions for Streaming and Closed Captioning Services. – **Clerk's Office**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of the piggyback agreement with Granicus, LLC, pursuant to Omnia Partners Contract No. 159768, to provide Software and SaaS Solutions for the City, and to authorize staff to utilize this agreement through its expiration date, at which time the services will be competitively bid in accordance with the City's procurement requirements.

BACKGROUND OF ITEM:
The City Clerk's Office currently uses software solutions to support legislative management, public meeting transparency, records accessibility, and related government functions. To maintain service continuity and operational efficiency, the City plans to enter into an agreement with Granicus, LLC, using a piggyback arrangement under Omnia Partners Contract No. 159768.

To ensure the continuity of these vital legislative management functions, staff propose entering into a piggyback agreement with Granicus LLC, using Omnia Partners Contract No. 159768. Cooperative purchasing.

The term of the piggyback agreement will run concurrently with the Omnia Partners Contract and is scheduled to terminate on September 30, 2028, unless otherwise extended under the agreement. This agreement is intended to provide the City with sufficient time to determine whether we want to change the software.

purchasing efficiencies and avoid the time and costs of conducting an independent solicitation at this time.

The piggyback agreement structure ensures that:

- The City benefits from competitively established pricing and contract protections;
- Services remain uninterrupted while the City prepares a future competitive solicitation; and

- The City maintains compliance with procurement requirements through cooperative purchasing authority.

FISCAL IMPACT:
Costs associated with this agreement are budgeted within the City Clerk's Office operating budget for professional services 001-120-531100-510. Expenditures under this agreement will be made in accordance with approved budget allocations and pricing established under the Omnia Partners Contract.

The FY26 Approved Budget for this is $30,000. We will need an $864 budget amendment from General Fund Contingency to facilitate this transaction. The grid below initially shows the budget amendment adding $864 to the $30,000 in The Professional Services Line Item dedicated strictly for Granicus. And subsequently, the then fully funded request for $30,864.

The remaining amount in Contingency reflects the unencumbered balance in this line item after this transaction, accounting for previous YTD Activity.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
001-190-599000-519	$1,011,439	-$864	$991,747
001-120-531100-510	$30,000	$864	$30,864
001-120-531100-510	$30,864	$30,864	$0

ATTACHMENTS:
1. Granicus Proposal
2. Piggyback Agreement
3. Executed Contract 159768
4. Subscription & Services Agreement
5. Budget Amendment

SOFTWARE AND SAAS SOLUTIONS
159768

THIS IS AN AGREEMENT ("Agreement"), dated February 1, 2026, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

Granicus, LLC., a Foreign Limited Liability Company, with a principal address of 1152 15th Street NW, Suite 800, Washington, DC 20005, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to supply, deliver and install traffic calming devices; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process pursuant to Sec. 2-258(f); and

WHEREAS, the parties wish to incorporate the terms and conditions of Omnia Partners Contract No. 159768 between the Region 14 Education Service Center and the CONTRACTOR for the goods and/or services provided under Omnia Partners Contract No. 159768 ("Omni Partners Contract"). Omnia Partners Contract is attached hereto as **Appendix "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the Omnia Partners Contract as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Omnia Partners Contract; and

WHEREAS, City desires to retain the services of CONTRACTOR by "accessing/piggybacking" Omnia Partners Contract; and

WHEREAS, the City has reviewed the scope of services of the competitively solicited under RFP 25-S940 (the solicitation for Omnia Partners Contract), and has determined that it is an agreement that can be used by the City; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

ARTICLE 1. PREAMBLE

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Omnia Contract No. 159768; 3) the solicitation, RFP 25-S940 and any associated addenda, exhibits and attachments 4) Granicus SSA & SLA; 5) the CONTRACTOR's Submittal to Omnia Solicitation RFP 25-S940; 6) CONTRACTOR's Proposal. This Agreement shall supersede any "click-through" terms and conditions that may be incorporated in any license software or service agreement(s).

ARTICLE 3. NATURE OF THE AGREEMENT

In all other respects, the terms and conditions of the Omnia Contract No. 159768 are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

The prices, terms and conditions of the Omnia Contract No. 159768 shall govern the relationship between the City and CONTRACTOR.

ARTICLE 4. TERM

The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on the same date as the Omnia Contract No. 159768 or September 30, 2028. Subject to any renewal as provided in the Omnia Contract, it is expressly stipulated and agreed that this agreement shall run concurrently and in conjunction with the Omnia Contract throughout the specified term.

The City may extend this Agreement for up to an additional one hundred eighty (180) calendar days beyond the current Agreement period and will notify the Contractor in writing of the extension.

ARTICLE 5. NOTICE

Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

a) to the Project Manager
City of Cooper City, City Clerk's Office
Attention: Tedra Allen
9090 SW 50th Place,

Cooper City, Florida, 33328
Telephone No. (954) 434-4300 X 291
TAllen@CooperCity.gov

and,

b) to the Contract Manager
City of Cooper City, Procurement
Attention: Tyrone White
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
JHorowitz@gorencherof.com

For CONTRACTOR: Granicus, LLC
Daniel Oliveros Durant, Business & Contract | Renewals Specialist
1152 15th Street NW, Suite 800,
Washington, DC, 20005
Telephone No. (480) 447-8366
Daniel.Oliveros@granicus.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

The CONTRACTOR warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the CONTRACTOR deemed necessary in order to determine the price the CONTRACTOR will charge to provide the Goods/Services to be performed under this Contract. The compensation for all Goods/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with the Omnia Partners Contract. The City shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the CONTRACTOR.

All Work undertaken by the CONTRACTOR before City's approval of this Contract or after the expiration of this contract shall be at the CONTRACTOR'S risk and expense.

With respect to travel costs and travel-related expenses, the CONTRACTOR agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. PRICING

Pricing shall be as stipulated in the Omnia Partners Contract/CONTRACTOR Proposal for the term of the contract, including any option-to-renew or extension periods; however, the CONTRACTOR may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 8. COMPENSATION AND METHOD OF PAYMENT

The CONTRACTOR may bill the City as stipulated in the Omnia Partners Contract. All invoices shall be taken from the books of account kept by the CONTRACTOR, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City, shall show the City's contract number, and shall have a unique invoice number assigned by the CONTRACTOR. In accordance with Section 218.74 of the Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the CONTRACTOR to the City to: AccountsPayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the Contractor.

ARTICLE 9. INDEMNIFICATION

The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

ARTICLE 10. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, or endorsements required herein protect the interests of the City, and these coverages, limits, or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Professional Liability
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated

certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

ARTICLE 11. PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

ARTICLE 12. SCRUTINIZED COMPANIES

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

ARTICLE 13. ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

ARTICLE 14. SEVERABILITY

This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

ARTICLE 15. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

ARTICLE 16. E-VERIFY

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 17. CONTRIBUTIONS PROHIBITED

Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or Commissioner, or member of the City Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

ARTICLE 18. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a thirty (30) day written notice to the Contractor. Termination for convenience is effective on the termination date stated in the written notice provided by the City. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The City shall only be liable for

reasonable costs incurred by the Contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs."

ARTICLE 19. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the City shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Contract may be terminated by the City. The City further reserves the right to suspend or debar the Contractor in accordance with the Sec. 2-266 of Cooper City Procurement Code, resolutions and/or other governing legislation. The Contractor will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately, and to the satisfaction of the City, cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor. The Contractor shall be responsible for all other direct damages incurred by the City arising out of the breach.

ARTICLE 20. AUDITS – ACCESS TO RECORDS

The City, through its duly authorized representatives and governmental agencies, shall have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records and of its Subcontractors and Suppliers which apply to all matters of the City for a minimum of three years after the expiration of this Contract and any extension thereof. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Pursuant to Section 287.138, Florida Statutes ("F.S."), entities submitting a bid, proposal, quote or other response, or otherwise entering into a contract with a governmental entity are required to affirm by way of an Affidavit that the entity is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the entity is owned by a government of a foreign country of concern; b) a government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form provided by the City. This Agreement shall not be effective unless and until Contractor executes such Affidavit**.**

ARTICLE 22. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Agreement, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Agreement "), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Agreement as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Agreement.

This Agreement shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its Affidavit.

(REMAINDER ITENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

Date:_____

_____
CITY MAYOR

_____
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

_____
CITY ATTORNEY

_____
CITY CLERK

Granicus, LLC

Date:_____

_____
By:

_____
NAME

_____
TITLE

_____
WITNESSED BY:

ADDRESS:

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared_____, as_____of **Granicus, LLC**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of___, as_____of **Granicus, LLC**, and who is personally known to me or has produced_____as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____day of_____,20_____.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

_____

Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (**"Effective Date"**), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"Deliverable(s)" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"Granicus Data" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"Products" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term**. The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation**. Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

REGIONAL HOURS OF AVAILABILITY AND SUPPORT CONTACT CHANNELS

Region	Regular Support Hours	Support Contact Channels
USA	Monday - Friday 8:00 AM-8:00 PM EST Excluding Federal Holidays	support.granicus.com 1-800-314-0147
Canada	Monday - Friday 8:00 AM-8:00 PM EST Excluding Statutory Holidays	support.granicus.com 1-800-314-0147
Europe	Monday - Friday 9:00 AM-5:00 PM GMT Excluding Statutory Holidays	support.granicus.com +44 (0) 800 032 7764
Australia & New Zealand	Monday - Friday 9:00 AM-5:30 PM AEST Excluding National Holidays and Victorian public holidays	support.granicus.com +61 3 9913 0020
Subscribers GovDelivery Help	Monday - Friday 8:00 AM-8:00 PM EST Excluding US Federal Holidays	subscriberhelp.granicus.com subscriberhelp@granicus.com 1-800-439-1420 USA +44 (0) 808 234 7450 Europe
Emergency Support	*Emergency technical support is available 24/7* ***by phone*** *only for customers experiencing a* ***Level 1*** *outage as defined below*	

TECHNICAL SUPPORT SEVERITY LEVEL DEFINITIONS

Severity Level	Description	Time to 1st Response	Granicus Action
Level 1 **EMERGENCY**	Incident represents complete unavailability of the Granicus Products for all users and no workaround is available	Within two (2) hours	Incident response process is initiated upon verification. Work on a resolution begins immediately (24/7/365). Notifications and updates of resolution or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com.
Level 2 **SEVERELY IMPAIRED**	Incident occurs when a major feature of the product is not working or fails repeatedly and there is no workaround available	Within four (4) hours	Incident response process is initiated upon verification. Case is evaluated whether a solution or acceptable work around can be achieved. Notifications and updates of resolutions or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com
Level 3 **IMPAIRED**	Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available	Within one (1) business day	Upon verification case is assigned and work on resolution begins within 1 business day. If the issue is reported after hours, it will not be assigned until the next business day.
Level 4 **LOW IMPACT**	Incident that has a limited business impact; primary functionality is unaffected	Within three (3) business days	Upon verification case is assigned and work on resolution begins within 3 business days. If the issue is reported after hours, it will not be assigned until the next business day.
Granicus shall use commercially reasonable efforts to resolve incidents affecting Granicus Products. Incidents that require debugging of programming code may need to be corrected during the next regular update cycle. Resolution time will be based on the details and severity of an incident. Regular follow-ups will be communicated with the customer until final resolution is reached			

PRODUCT AVAILABILITY

Granicus will use commercially reasonable efforts to make the Granicus Products Available 99.9% of the Available Hours of Operation, calculated on a calendar quarter basis, as follows:

[(Total time in a quarter – Unexpected Downtime – Scheduled Downtime – Service Disruption) / (Total time in a quarter – Schedule Downtime – Service Disruption)] * 100

Reasonable efforts are made to avoid Scheduled Downtime to perform maintenance, however, in circumstances where Scheduled Downtime is required, notification will be posted at least 10 days in advance for all Product Suites, scope of maintenance activities may be refined to ensure adherence to published schedule. Customers can subscribe to product specific email notifications on the status page status.granicus.com

Notifications for Granicus Products of any system-wide outages will be posted to status.granicus.com and will occur within one (1) hour from the time the issues are first recognized by Granicus.

Reports of Unscheduled Downtime will be provided upon request up to once per calendar quarter.

Term	Definition
Availability	ability of a user to access the Granicus Product via the internet. Granicus uses industry-standard third-party monitoring to measure Availability through URL monitoring (HTTP)
Available Hours of Operation	twenty-four hours a day, seven days per week, minus Scheduled Downtime
Maintenance	updates, upgrades, bug fixes, and patches to the Granicus Products. Maintenance times vary by Product. An up-to-date maintenance schedule can be found at status.granicus.com.
Scheduled Downtime	is the period when the Granicus Product may be inaccessible to permit Granicus to perform Maintenance services
Service Disruption	is the downtime arising from causes beyond the reasonable direct control of Granicus, such as the interruption or failure of digital transmission links or telecommunications, hostile network attacks, or issues arising with customer Domain Name Systems (DNS).
Unexpected Downtime	is any time after the first five minutes of downtime where the Granicus Product is not Available in any way

OUTAGE CREDIT

Any credit provided within this Technical Support and Availability document will be referred to as an **Outage Credit**. The Outage Credit shall be applied as credit to the customer's following renewal term for the customer's affected Granicus Product and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

Outage Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire Granicus product. In no event shall any credit for a calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	**Amount of Outage Credit** (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit

THIS IS NOT AN INVOICE

Order Form
Prepared for
Cooper City, FL

Procurement Vehicle: OMNIA (159768)
In Support of: Cooper City, FL

ORDER DETAILS

Prepared By:	Daniel Oliveros
Phone:	
Email:	daniel.oliveros@granicus.com
Order #:	Q-494419
Prepared On:	29 Dec 2025
Expires On:	28 Feb 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	31 Dec 2025
Initial Order Term End Date:	31 Dec 2028
Period of Performance:	01 Jan 2026 - 31 Dec 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Government Transparency Suite	Annual	1 Each	$6,228.68
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,455.30
Recurring Captioning Services	Annual	139 Hours	$23,179.64
Open Platform Suite	Annual	1 Each	$0.00
Upgrade to SDI 720p Streaming	Annual	1 Each	$0.00
		SUBTOTAL:	**$30,863.62**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jan 2027 - 31 Dec 2027	01 Jan 2028 - 31 Dec 2028
Government Transparency Suite	$6,851.55	$7,536.70
Granicus Encoding Appliance Software (GT)	$1,600.83	$1,760.91
Recurring Captioning Services	$25,497.60	$28,047.36
Open Platform Suite	$0.00	$0.00
Upgrade to SDI 720p Streaming	$0.00	$0.00
SUBTOTAL:	**$33,949.98**	**$37,344.97**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Recurring Captioning Services	Live closed captioning. • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: *Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.*

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-494419 dated 29 Dec 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Cooper City, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- The terms and Conditions of the Agreement 159768 effective 08 DEC 2025 between Granicus and OMNIA Partners govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-494419 dated 29 Dec 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Cooper City, FL	
Signature:	
Name:	
Title:	
Date:	

Region 14 Education Service Center

Contract # 159768

for

Software & SaaS Solutions with

Granicus

Effective: December 8, 2025

The following documents comprise the
executed contract effective: December 8, 2025

I. Region 14 ESC Terms & Conditions
II. Vendor Contract and Signature Form
III. Granicus SSA & SLA
IV. Supplier’s Response to RFP, incorporated by reference

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract. **To the extent permitted by applicable law, Supplier will have control of the defense and reserves the right to settle any claim. Region 14 ESC must notify Supplier promptly of any claim and provide reasonable cooperation to Supplier, upon Supplier's request and at Supplier's cost, to defend such claim. Supplier will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Region 14 ESC may elect to participate in the defense of any claim with counsel of its choosing at its own expense**.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted quarterly during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract quarterly during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between the Contractor and Region 14 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Contracts with Public Agencies. Supplier and Region 14 acknowledge that these terms & conditions apply strictly to this contract between Supplier and Region 14 and shall not necessarily apply to the final contract between Supplier and each Public Agency that agrees to purchase Supplier's goods and services. It is understood that Supplier and each Public Agency purchasing Supplier's goods or services shall also enter into Supplier's License Agreement (the "License Agreement"), including the more specific terms and conditions (between the parties) in the form attached as **Exhibit A**, which shall govern the rights, duties, and obligations of the Supplier and the Public Agency with respect to the transaction between them. To the extent that there is a conflict between this contract and the License Agreement (between the Supplier and the Public Agency), as to that Public Agency, the terms and conditions of the License Agreement shall control.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Granicus, LLC.
Company Name

1152 15th Street NW, Suite 800
Address

Washington,	DC	20005
City	State	Zip

(800) 314-0147	N/A
Telephone Number	Fax Number

contracts@granicus.com
Email Address

Jordan Copland	CFO / President
Printed Name	Position

DocuSigned by:
5F5F7560E29F49B...
Authorized Signature

Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (**"Effective Date"**), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"Deliverable(s)" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"Granicus Data" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"Products" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term**. The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation**. Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

REGIONAL HOURS OF AVAILABILITY AND SUPPORT CONTACT CHANNELS

Region	Regular Support Hours	Support Contact Channels
USA	Monday - Friday 8:00 AM-8:00 PM EST Excluding Federal Holidays	support.granicus.com 1-800-314-0147
Canada	Monday - Friday 8:00 AM-8:00 PM EST Excluding Statutory Holidays	support.granicus.com 1-800-314-0147
Europe	Monday - Friday 9:00 AM-5:00 PM GMT Excluding Statutory Holidays	support.granicus.com +44 (0) 800 032 7764
Australia & New Zealand	Monday - Friday 9:00 AM-5:30 PM AEST Excluding National Holidays and Victorian public holidays	support.granicus.com +61 3 9913 0020
Subscribers GovDelivery Help	Monday - Friday 8:00 AM-8:00 PM EST Excluding US Federal Holidays	subscriberhelp.granicus.com subscriberhelp@granicus.com 1-800-439-1420 USA +44 (0) 808 234 7450 Europe
Emergency Support	*Emergency technical support is available 24/7* ***by phone*** *only for customers experiencing a* ***Level 1*** *outage as defined below*	

TECHNICAL SUPPORT SEVERITY LEVEL DEFINITIONS

Severity Level	Description	Time to 1st Response	Granicus Action
Level 1 **EMERGENCY**	Incident represents complete unavailability of the Granicus Products for all users and no workaround is available	Within two (2) hours	Incident response process is initiated upon verification. Work on a resolution begins immediately (24/7/365). Notifications and updates of resolution or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com.
Level 2 **SEVERELY IMPAIRED**	Incident occurs when a major feature of the product is not working or fails repeatedly and there is no workaround available	Within four (4) hours	Incident response process is initiated upon verification. Case is evaluated whether a solution or acceptable work around can be achieved. Notifications and updates of resolutions or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com
Level 3 **IMPAIRED**	Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available	Within one (1) business day	Upon verification case is assigned and work on resolution begins within 1 business day. If the issue is reported after hours, it will not be assigned until the next business day.
Level 4 **LOW IMPACT**	Incident that has a limited business impact; primary functionality is unaffected	Within three (3) business days	Upon verification case is assigned and work on resolution begins within 3 business days. If the issue is reported after hours, it will not be assigned until the next business day.
Granicus shall use commercially reasonable efforts to resolve incidents affecting Granicus Products. Incidents that require debugging of programming code may need to be corrected during the next regular update cycle. Resolution time will be based on the details and severity of an incident. Regular follow-ups will be communicated with the customer until final resolution is reached			

PRODUCT AVAILABILITY

Granicus will use commercially reasonable efforts to make the Granicus Products Available 99.9% of the Available Hours of Operation, calculated on a calendar quarter basis, as follows:

[(Total time in a quarter – Unexpected Downtime – Scheduled Downtime – Service Disruption) / (Total time in a quarter – Schedule Downtime – Service Disruption)] * 100

Reasonable efforts are made to avoid Scheduled Downtime to perform maintenance, however, in circumstances where Scheduled Downtime is required, notification will be posted at least 10 days in advance for all Product Suites, scope of maintenance activities may be refined to ensure adherence to published schedule. Customers can subscribe to product specific email notifications on the status page status.granicus.com

Notifications for Granicus Products of any system-wide outages will be posted to status.granicus.com and will occur within one (1) hour from the time the issues are first recognized by Granicus.

Reports of Unscheduled Downtime will be provided upon request up to once per calendar quarter.

Term	Definition
Availability	ability of a user to access the Granicus Product via the internet. Granicus uses industry-standard third-party monitoring to measure Availability through URL monitoring (HTTP)
Available Hours of Operation	twenty-four hours a day, seven days per week, minus Scheduled Downtime
Maintenance	updates, upgrades, bug fixes, and patches to the Granicus Products. Maintenance times vary by Product. An up-to-date maintenance schedule can be found at status.granicus.com.
Scheduled Downtime	is the period when the Granicus Product may be inaccessible to permit Granicus to perform Maintenance services
Service Disruption	is the downtime arising from causes beyond the reasonable direct control of Granicus, such as the interruption or failure of digital transmission links or telecommunications, hostile network attacks, or issues arising with customer Domain Name Systems (DNS).
Unexpected Downtime	is any time after the first five minutes of downtime where the Granicus Product is not Available in any way

OUTAGE CREDIT

Any credit provided within this Technical Support and Availability document will be referred to as an **Outage Credit**. The Outage Credit shall be applied as credit to the customer's following renewal term for the customer's affected Granicus Product and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

Outage Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire Granicus product. In no event shall any credit for a calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	**Amount of Outage Credit** (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit



GRANICUS

Empowering Modern Digital Government

Pricing

Section 2 – Pricing

Please also refer to Section 2 Attachment - Granicus Pricelist.xlsx

A. Availability of Products and Pricing (40 points)

1. Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
    a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

Acknowledged.

    b. Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Granicus price list is ceiling (not to exceed) pricing.

    c. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

Our ceiling (not to exceed) price list is included as **Section 2 Attachment - Granicus Pricelist.**

2. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.

Granicus does use annual cost increases to support general maintenance, upkeep, and development of future and current products. Granicus is a SaaS company that incurs landed costs that rise every year, including 3rd party vendor/infrastructure costs and internal and external resources to maintain and support the hosted environment, and as such uses annual price increases to support those incurred costs. Additionally, we are regularly adding products and services, which will cause us to require updates to our pricelists on a quarterly basis.

3. Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Granicus offers a short list of hardware products to accompany our video solutions. These products have fixed shipping rates dependent on the country of destination and size of the items and are included as separate SKUs in our published pricelist.

4. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.

Granicus primarily delivers Software-as-a-Service (SaaS) solutions, which do not require physical delivery or on-site installation. However, for products that include hardware components—such as video streaming solutions—Granicus provides comprehensive delivery and installation services tailored to the client's needs.

For these hardware-inclusive solutions, Granicus offers:

- Custom-designed equipment packages based on the physical meeting space and technical requirements.
- On-site installation by a Swagit deployment expert or self-installation guided by a detailed checklist.
- Pre-shipment testing of all components to ensure functionality.
- Warranty coverage for all hardware provided.

Any additional fees—such as for setup, design/layout, or special orders—would be clearly defined for each customer and only applied if mutually agreed upon by the purchasing agency and Granicus.

5. Describe any return and restocking fees.

Granicus primarily delivers Software-as-a-Service (SaaS) solutions, which do not involve returns or restocking fees. However, for cancellation of products that include hardware components—such as video streaming solutions—Granicus requires twenty percent (20%) of the total fees due for the hardware as a restocking fee. Our customers are responsible for all costs associated with the return of the hardware to Granicus in resale condition.

6. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

This contract is intended to be executed directly with members of the OMNIA Partners Cooperative Purchasing Program. We do not anticipate utilizing distributors, resellers, or other affiliates for the delivery of services under this agreement. Our organization is currently listed on reseller-held OMNIA contracts and will continue to be available through those separate procurement vehicles.

7. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.

Granicus does not offer any blanket special offers, promotions, or rebates, however from time to time we may have special offers associated with our new or launching products.

8. Describe any Leasing/Financing programs.

Granicus primarily delivers Software-as-a-Service (SaaS) solutions, and as such does not offer leasing or financing programs.

9. Describe how customers verify they are receiving the correct contract pricing.

Granicus agrees to publish our not-to-exceed (i.e., ceiling) pricing on OMNIA's website to provide pricing transparency. That said, each Granicus quote is tailored to the customer, considering factors such as customer size/type, scope of work, and configuration requirements.

10. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

When the contract is executed, Granicus invoices customers in accordance with the invoicing terms per the contract. We typically invoice for the annual subscription upfront and one-time work based on the agreed-upon terms. Our payment term is Net 30. The invoice will include payment instructions including ACH/Wire payment as well as a lockbox for check payment. Our preferred method of customer payment is ACH/wire to ensure prompt processing and better customer service.

11. Describe how future product introductions will be priced and align with contracting pricing proposed.

Granicus is a SaaS provider and is constantly developing and improving our product offerings and we provide a range of solutions for our public sector customers. As such, we have product launches planned throughout each year, and we aggregate and standardize our pricing for those products into quarterly updates to published pricelists. Pricing for our varied solutions depends on customer metrics such as population size and annual request volume, as well as specifics of how our customers will use our solutions, such as the number of subscribers, number of unique contacts, etc. We will continue to use metrics that help us properly size our solutions to the needs of our customers.

12. Provide any additional information relevant to this section.

Granicus is committed to pricing transparency, flexibility, and long-term value for OMNIA Partners and its Participating Public Agencies. Our not-to-exceed pricing model ensures that agencies receive consistent, compliant pricing while still allowing for tailored quotes that reflect the unique scope, scale, and configuration of each engagement.

To further support OMNIA's goals of simplifying procurement and maximizing value, we:

- **Publish our ceiling pricing** on OMNIA's website to ensure easy access and auditability.
- **Update our price list quarterly** to reflect new product launches and evolving customer needs, while maintaining consistent discount structures.
- **Offer scalable pricing models** based on population, usage, or contact volume—ensuring agencies of all sizes can benefit from our solutions.
- **Maintain a direct-to-agency model** under this contract, eliminating intermediary markups and ensuring full alignment with OMNIA's cooperative purchasing principles.

This pricing approach reflects our commitment to being a long-term, strategic partner to OMNIA and its members—delivering not only cost-effective solutions, but also the flexibility and transparency needed to support evolving public sector priorities.



GRANICUS

Empowering Modern Digital Government

Section 3

Ability to Perform, including Response to the National Program (Appendix B)

Section 3 – Ability to Perform/Response Appendix B

B. Ability to Perform (30 points)

1. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

We have provided a detailed response as requested.

2. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

Acknowledged. We have provided our proposed exceptions to the Administration Agreement in this response as well as our Master Subscription Agreement.

3. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Provide in Section 6 – Required Forms

4. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

As a provider of software as a service with solutions that range in complexity and volume of use, Granicus does not have an online ordering catalog. Each opportunity is individually researched through discovery and interviews to create a mutually agreeable price per service/product.

5. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

While the question is most applicable to physical goods, Granicus' track record of delivering cloud-based solutions on time is a strong indicator of our reliability and operational discipline.

On-Time Delivery for SaaS Implementations

Granicus consistently meets or exceeds implementation timelines for our SaaS products, including those within the Government Experience Cloud (GXC)—Engagement Cloud, Service Cloud, and Operations Cloud. Our agile implementation methodology, combined with dedicated Experience Partners and project managers, ensures that deliverables are aligned with client expectations and capacity from day one.

- **Average On-Time Launch Rate**: While we do not ship physical products, our SaaS implementations are typically launched on time or ahead of schedule, with implementation timelines varying from **as little as 8-12 weeks** to 9-18 months depending on scope and complexity.
- **Structured Project Management**: Every implementation includes a kickoff, milestone tracking, and regular check-ins to ensure alignment and accountability.
- **Experience Services**: Our embedded strategic services team proactively monitors progress and removes blockers to keep projects on track.

This history of timely delivery reflects our commitment to operational excellence and our understanding of the mission-critical nature of government technology.

6. Describe how supplier responds to emergency orders.

Granicus primarily delivers Software-as-a-Service (SaaS) solutions that are delivered remotely, and as such, the need to respond to emergency orders typically does not apply to our solutions.

7. What is supplier's average Fill Rate?

Granicus primarily delivers Software-as-a-Service (SaaS) solutions that are delivered remotely, and as such Fill Rate is not applicable.

8. Describe supplier's return and restocking policy.

Granicus primarily delivers Software-as-a-Service (SaaS) solutions, which do not involve returns or restocking. However, for cancellation of products that include hardware components—such as video streaming solutions—Granicus requires twenty percent (20%) of the total fees due for the hardware as a restocking fee. The client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.

9. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Granicus warrants that we take all precautions that are standard in the industry to increase the likelihood of successful performance for the products and services we provide; however, Granicus products and services are provided "AS IS" and as available.

All equipment is provided with the manufacturer's warranty associated with such equipment. Granicus will provide documentation associated with the manufacturer's warranty upon request.

10. Describe any extended warranty programs or service maintenance programs.

Granicus does not offer extended warranty or service maintenance programs beyond the standard maintenance/support of SaaS products described in our Master Subscription Agreement. All equipment is provided with the manufacturer's warranty associated with such equipment. Granicus will provide documentation associated with the manufacturer's warranty upon request.

11. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

Granicus provides a robust, tiered customer support and problem resolution process designed to meet the needs of government clients across time zones and severity levels. Here's a summary of our Service Level Agreement (SLA) and support capabilities:

Customer Service & Problem Resolution Process

Granicus offers a structured, severity-based incident response model to ensure timely and effective resolution of issues:

Severity Level	Description	Initial Response Time	Resolution Approach
Level 1 – Emergency	Complete unavailability of Granicus products for all users with no workaround	Within 2 hours (24/7/365)	Immediate response and resolution efforts begin; updates provided via case or status site
Level 2 – Severely Impaired	Major feature failure with no workaround	Within 4 hours	Case evaluated for workaround or resolution; updates provided
Level 3 – Impaired	Primary feature not working as expected, workaround available	Within 1 business day	Assigned and addressed within 1 business day
Level 4 – Low Impact	Limited business impact, primary functionality unaffected	Within 3 business days	Assigned and addressed within 3 business days

Support Hours & Contact Channels

Granicus provides regional support coverage and multiple contact options:

Region	Support Hours	Contact Channels
USA & Canada	Mon–Fri, 8:00 AM–8:00 PM EST (excl. holidays)	support.granicus.com 1-800-314-0147
Emergency Support	24/7 by phone for Level 1 outages	Phone only

12. Describe supplier's contract implementation/customer transition plan.

Granicus follows a consistent, agile-based implementation methodology across our product suite—including Engagement Cloud, Service Cloud, and Operations Cloud—designed to ensure rapid deployment, user-centered configuration, and long-term success.

Granicus Implementation Process Overview

1. Agile, Iterative Approach

Granicus uses an agile methodology rather than a traditional waterfall model. This allows for:

- Flexible, paced workstreams that adapt to client capacity and priorities
- Continuous validation and feedback loops
- Early delivery of value and iterative improvements throughout the project lifecycle

2. Dedicated Implementation Teams

Each project is supported by a cross-functional team that may include:

- Project Managers
- Implementation Consultants
- Technical Architects
- UX Designers
- Data Migration Specialists
- Training and Support Leads

3. Phased Implementation Framework

While specific phases may vary slightly by product, the general structure includes:

- Discovery & Planning
  - Kickoff meetings
  - Business process analysis
  - Stakeholder interviews
  - Data and system audits
- Configuration & Development
  - Workflow and form configuration
  - Integration setup (e.g., GIS, payment gateways, CRM)
  - Branding and accessibility alignment
  - API and connector development (if applicable)
- Testing & Validation
  - User Acceptance Testing (UAT)
  - Peer-to-peer testing
  - Feedback collection and iteration
- Training & Go-Live
  - Role-based training sessions

- Knowledge transfer and documentation
- Final configuration adjustments
- Launch support and transition to support team

- Post-Go-Live Support
  - 30-day hyper care period
  - Ongoing access to Granicus Experience Services
  - Strategic reviews and optimization planning

4. Experience Services

Service Cloud, Engagement Cloud, and Operations Cloud implementations are supported by Granicus Experience Services, which provide:

- Strategic consulting
- Performance reviews
- Training and enablement
- Access to a services catalog for ongoing enhancements

5. Scalable and Secure

Granicus platforms are cloud-based, mobile-ready, and WCAG 2.1AA compliant. They are designed to scale with client needs and integrate with third-party systems like ESRI, Laserfiche, Bluebeam, and Microsoft Dynamics.

13. Describe the financial condition of supplier.

Granicus is a private company, and our financial position is not public information. Granicus is backed by Vista Equity Partners and Harvest Partners who together manage portfolio assets valued at upwards of $100 billion.

Since our inception in 1999, Granicus has a proven track record that includes more than 25 years of experience delivering similar services to our 7,000+ government customers. Granicus employs over 2,000 people across our global operations. We have not filed for bankruptcy or had any interruptions in operations due to financial issues.

If there are any concerns regarding Granicus's financial standing, please reach out to contracts@granicus.com.

14. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

As a provider of software as a service with solutions that range in complexity and volume of use, Granicus does not have an online ordering catalog.

15. Describe the supplier's safety record.

Granicus is a global SaaS company. Granicus does not manufacture products, participate in onsite construction work, or do any other work for which a safety record would be applicable.

16. Describe technology used to support the contract.

Granicus has entered into written agreements with providers of various services that Granicus uses to support our products and services (e.g., using AWS for hosting, and Salesforce for opportunity and contract management).

17. Provide any additional information relevant to this section.

Granicus' ability to perform under the OMNIA Master Agreement is grounded in our exclusive focus on the public sector, our proven national delivery model, and our long-standing success supporting cooperative purchasing programs. As a current OMNIA supplier, we have already built the internal infrastructure, sales enablement, and reporting processes necessary to support a seamless transition and continued growth under this renewed agreement.

Key differentiators that reinforce our ability to perform include:

- **Dedicated OMNIA Sales Enablement**: Our national sales force is trained twice annually on OMNIA-specific messaging, pricing, and compliance, ensuring consistent promotion and adoption across all regions.
- **Integrated Systems for Contract Management**: Our Salesforce–NetSuite integration ensures accurate quoting, invoicing, and reporting aligned with OMNIA requirements.
- **Proven Track Record**: OMNIA currently accounts for a significant and growing portion of our public sector revenue, with over $9M in ARR and $2M in new annual growth over the past two years.
- **Strategic Alignment**: We have made OMNIA our lead national cooperative contract and will continue to prioritize it in all sales and marketing efforts.

This foundation—combined with our scalable SaaS delivery model and embedded Experience Services—ensures that Granicus is well-positioned to support OMNIA's goals of simplifying procurement, expanding access, and delivering measurable value to Participating Public Agencies.

Response for National Cooperative Contract

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Granicus is a privately held, global Software-as-a-Service (SaaS) company founded in 1999. We specialize in digital solutions for the public sector, serving over 7,000 government clients across federal, state, and local levels. Our offerings include digital communications, legislative management, agenda automation, and citizen engagement platforms. Granicus is backed by Vista Equity Partners and has never filed for bankruptcy or experienced operational interruptions due to financial issues. We continuously enhance our products based on customer feedback and industry trends, maintaining a high client retention rate

B. Total number and location of salespersons employed by Supplier.

While the exact number of sales personnel is not publicly disclosed, Granicus maintains a geographically distributed sales force across North America, the United Kingdom, and Australia. Our sales teams are strategically positioned to support public sector clients in all major regions, ensuring localized expertise and responsiveness

C. Number and location of support centers (if applicable) and location of corporate office.

Corporate Headquarters: 1999 Broadway, Suite 3600, Denver, CO 80202

Contracting: 1152 15th Street NW, Suite 800, Washington, DC 20005

Global Offices: Canada, the United Kingdom, and Australia

These locations support a global client base and provide a combination of sales, technical support, and administrative services.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 41-1941088

Granicus is a privately held company, and as such we cannot share detailed financial information. However, we are continuously improving and expanding our products through customer feedback and industry analysis. We have over 7,000 public sector clients and maintain a high retention rate, so you can rest assured that we are financially sound now, and for the foreseeable future. Granicus has been operating since 1999 and has not filed for bankruptcy or had any interruptions in operations due to financial issues. We are backed by Vista Equity Partners.

E. Describe any green or environmental initiatives or policies.

Granicus primarily offers SaaS and PaaS products that are hosted through our partners. Consequently, we do not currently have a Green Initiative in place. Nonetheless, Granicus is highly conscious of our carbon footprint. Our corporate office operates within a building that adheres to Gold Standards and Green Policies. Furthermore, as a remote-first organization, we reduce our employees' environmental impact by eliminating the need for commuting.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Granicus performs the vast majority of our work directly and does not typically subcontract services. However, we are committed to supporting supplier diversity and make a good faith effort to identify and engage Minority- and Women-Owned Business Enterprises (MWBEs) when a solicitation includes a subcontractor participation goal or when a Participating Agency requests such inclusion.

While Granicus does not maintain a formal diversity program or list of diversity alliances, we do have access to a broad network of MWBE resellers through our distribution partnership with Carahsoft. When applicable, we can route opportunities through Carahsoft's OMNIA-held contract, which includes a wide range of certified MWBE partners. This approach allows Participating Agencies to meet their diversity goals while still leveraging the benefits of the Master Agreement.

Pricing Impact

When utilizing Carahsoft's OMNIA contract to engage MWBE resellers, the same discounting structure applies. Specifically, Carahsoft's OMNIA contract includes a 2% discount off Granicus' list pricing, and this discount is honored when diverse partners are involved.

Granicus remains open to expanding our diversity engagement and welcomes collaboration with Participating Agencies to meet specific diversity objectives under the Master Agreement.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise
☐ Yes ☒ No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐ Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☒ No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Not Applicable. This contract is intended to be executed directly with customers referencing the OMNIA Procurement Vehicle. We do not anticipate utilizing subcontractors or affiliates for the delivery of services under this agreement. Our organization is currently listed on reseller-held OMNIA contracts and will continue to be available through those separate procurement vehicles.

I. Describe how supplier differentiates itself from its competitors.

Granicus differentiates itself from competitors through a combination of platform integration, public sector specialization, and a proven track record of delivering measurable outcomes for government clients.

1. Unified Government Experience Cloud Platform
Granicus offers a fully integrated platform—Government Experience Cloud—that unifies digital communications, engagement, service delivery, and operations. Unlike competitors who offer siloed or point solutions, Granicus provides a connected ecosystem that includes Engagement Cloud, Service Cloud, and Operations Cloud. This enables governments to manage the full lifecycle of resident interaction from outreach to service fulfillment within a single, secure, and scalable environment.

2. Purpose-Built for Government
Granicus is 100% focused on the public sector. All products are designed to meet the unique needs of government agencies, including compliance with accessibility standards (WCAG 2.1AA, Section 508), data sovereignty requirements, and security certifications like FedRAMP. This focus ensures that every feature, workflow, and integration is aligned with government priorities and constraints.

3. Seamless Integration Across Channels and Tools
Granicus solutions are designed to work together. For example, EngagementHQ integrates directly with OpenCities, allowing community engagement activities to be embedded within the website experience. Communications Cloud supports multi-channel outreach (email, SMS, social media) from a single interface, eliminating the need for multiple vendors or disconnected tools.

4. Data-Driven Insights and Personalization
Granicus leverages billions of annual interactions across our platform to provide actionable insights. This includes real-time sentiment analysis, campaign performance metrics, and resident behavior data that help agencies optimize services and communications. The platform supports personalized, journey-based engagement that adapts to resident needs over time.

5. Experience Services and Strategic Support
Beyond software, Granicus provides ongoing strategic services through our Experience Services team. These experts help agencies implement best practices, build digital maturity, and continuously improve outcomes. This level of partnership is rare among competitors and ensures long-term success.

6. Scale and Trust
Granicus serves over 7,000 government organizations globally, including 48 of the 50 most populous U.S. cities. Our solutions connect more than 300 million people and power over 250 award-winning government websites. This scale provides unmatched reliability, peer benchmarking, and a robust community of practice.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Neither Granicus nor any of our subsidiaries have ever been party to bankruptcy or reorganization. No current officers or directors have been or are currently subject to any litigation or investigations. Granicus is occasionally party to litigation, primarily related to HR and employment matters, none of which have been material to the organization, and all have been addressed or settled as a matter of course. There have been investigations into specific acquired companies, but none have resulted in any findings, fines, or penalties to date.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Granicus is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

None.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Granicus offers one of the most comprehensive portfolios of digital government solutions available under a single agreement. This breadth ensures that Participating Public Agencies can meet a wide range of operational, engagement, and compliance needs through a single, trusted partner.

Government Experience Cloud (GXC) – Core Product Suites

- **Service Cloud**: Digital service delivery with website/CMS, forms automation, multichannel communications, workflow management, and more.
- **Engagement Cloud**: Multichannel communications, public engagement, sentiment analysis, and audience growth tools.
- **Operations Cloud**: Agenda automation, meeting and video management, public records request processing, and legislative transparency.

Each **Government Experience Cloud** solution is supported by Granicus Experience Services, which provides strategic consulting, implementation, training, and ongoing optimization. Our offerings are modular and scalable, allowing agencies to adopt individual products or integrated suites tailored to their needs.

Specialized Solutions and Verticals

Find detailed information about all solutions at: https://granicus.com/products/.

- **govAccess**: A website and content management system (CMS) platform tailored for government agencies to create accessible, responsive, and user-friendly websites that meet community needs.
- **AMANDA**: A permitting, licensing, and compliance solution used by government agencies for enterprise case management, helping streamline workflows and ensure regulatory compliance.
- **SmartGov**: A cloud-based permitting, licensing, code enforcement, and inspection management platform designed for local and state governments. It streamlines workflows, improves transparency, and enhances citizen satisfaction through an intuitive portal and mobile access.
- **Simpleview**: A CRM and CMS platform tailored for destination marketing organizations (DMOs). It helps manage tourism marketing, partner relationships, and visitor engagement through tools like drag-and-drop editing, real-time feedback, and responsive design simulation.
- **Host Compliance**: A short-term rental compliance solution that helps local governments monitor, regulate, and enforce short-term rental ordinances.
- **govDelivery**: A digital communications platform that enables governments to send targeted messages via email, SMS, and social media to keep residents informed and engaged.

- **govService**: A digital service delivery platform that allows governments to create and manage online forms, applications, and workflows to improve citizen service experiences.
- **govMeetings**: A suite of meeting management tools that includes agenda creation, video streaming, minutes management, and public engagement features for government meetings.
  - **Swagit**: A video streaming and archiving solution (often integrated with govMeetings) that enables live and on-demand access to public meetings, enhancing transparency and accessibility.
  - **Legistar**: A robust agenda and meeting management platform designed for large government organizations. It supports end-to-end legislative workflows, including agenda creation, voting, public comment management, and ADA-compliant publishing.
  - **Peak**: A modern agenda management solution within the govMeetings suite that simplifies the preparation, review, and publication of meeting materials, often used by smaller or mid-sized agencies.
- **govRecords**: A public records management system that simplifies the intake, tracking, and fulfillment of records requests.
- **GovQA Public Records Solutions**: A configurable compliance platform for managing public records requests, especially for high-volume agencies.
- **GovQA Legal Suite**: A specialized solution for handling legal records and information requests from courts, law enforcement, and attorneys.
- **EngagementHQ**: A community engagement platform that enables governments to gather, analyze, and act on public input at scale.
- **Boards and Commissions**: A board management tool designed for government use, simplifying the administration of public boards and commissions.

Strategic Services

- **Granicus Experience Group (GXG)**: A dedicated team of strategists, designers, and enablement experts who support implementation, training, and long-term success.
- **Experience Services**: Embedded with every product suite, these services include dedicated Experience Partners, performance reviews, and access to a services catalog.
- **GXI (Government Experience Insights)**:
  Analytics and benchmarking platform for engagement, service performance, and satisfaction.
- **GXA (Government Experience Agent)**:
  AI-powered assistant for residents and staff, enabling personalized, automated interactions.

This full-stack offering—combined with our ability to scale across jurisdictions of all sizes—ensures that Granicus can meet the evolving needs of OMNIA's member agencies, from small towns to major metropolitan governments.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Granicus delivers our solutions and services nationwide, including all 50 U.S. states, the District of Columbia, and U.S. Territories such as Puerto Rico, Guam, and the U.S. Virgin Islands. As a cloud-based provider, Granicus ensures consistent access and support regardless of geography. There are no exclusions; all products and services are available under the Master Agreement across all jurisdictions.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Participating Agencies are guaranteed Master Agreement pricing through the following mechanisms:

- **Direct Ordering**: Agencies can procure directly from Granicus via dedicated account managers.
- **Contract Reference**: All quotes and agreements reference the Master Agreement number to ensure pricing compliance.
- **Audit and Verification**: Participating Agencies may request pricing audits at any time. Granicus provides detailed billing and service documentation to support transparency.
- **No Retail or Reseller Markups**: When purchased under this contract directly, all pricing is direct and consistent with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Granicus does not rely on third-party distributors for software delivery. All implementation, support, and hosting services are managed by Granicus. For cloud infrastructure, Granicus partners with providers such as Amazon Web Services (AWS) and Microsoft Azure to ensure secure, scalable hosting.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As a SaaS provider, Granicus does not operate physical product distribution centers. However, we maintain a robust global support and operations footprint:

- **U.S. Offices**: Denver, CO and Washington, D.C.
- **Employees**: Over 2,000 globally, with more than 1,000 based in the U.S.

Our support infrastructure includes 24/7 technical support, regional implementation teams, and a distributed network of Experience Services professionals to ensure responsive service delivery.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

None.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Granicus provides SaaS solutions exclusively in the public sector, has long been an NCPA supplier, and has fully adopted the shift to participating through OMNIA since the acquisition in 2022. As an existing OMNIA supplier, we do not have a detailed 90-day plan. Rather, we plan to continue the strategies already in place. Granicus sellers are enabled through internal programming to understand the extraordinary benefits of working through OMNIA, and we additionally provide OMNIA-led orientation to our sellers approximately twice a year to ensure they are up to date in their understanding and ability to articulate the mutual benefits to our prospects and customers.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform

   ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications

   iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iv. Design, publication and distribution of co-branded marketing materials within first 90 days

   v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)

vii. Dedicated OMNIA Partners page on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website;
- A dedicated toll-free number and email address for OMNIA Partners

Granicus provides SaaS solutions exclusively in the public sector, has long been an NCPA supplier, and has fully adopted the shift to participating through OMNIA since the acquisition in 2022. As an existing OMNIA supplier, we do not have a detailed 90-day strategy to market the Master Agreement. Rather, we plan to continue the strategies and tactics already in place. To that end, Granicus agrees to provide an updated logo and content to OMNIA for use alongside our business listing and pricelist on the cooperative's website. Granicus also commits to attend and participate in national, regional, and trade shows, conferences, and meetings throughout the term of the Master Agreement. Granicus does not, however, actively promote any distributors, resellers, procurement vehicles, or cooperatives on our website or in our marketing to avoid the appearance of impropriety or favoritism. That said, the OMNIA cooperative has been and will continue to be the lead contract offered to prospects or customers looking for direct purchasing relationships.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

If awarded, the OMNIA Master Agreement will become Granicus' lead national cooperative contract for all new and transitioning Public Agency business. This agreement will be prominently featured in all sales and marketing materials, and our sales teams will be trained to prioritize it in all relevant engagements. Existing procurement contracts will remain available to agencies that prefer them, but the OMNIA agreement will be positioned as the preferred vehicle due to its national reach, robust compliance framework, and alignment with Granicus' strategic goals.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Acknowledged.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Confirmed.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Confirmed.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Amir Capriles, CRO, amir.capriles@granicus.com, 800-314-0147

ii. Marketing

Suzanne Behrens, suzanne.behrens@granicus.com, 800-314-0147

iii. Sales

Cindy Simonides, VP Sales Operations, cindy.simonides@granicus.com, 800-314-0147

iv. Sales Support

Lucy Fowler-Tutt, Pricing Operations Manager, lucy.fowler-tutt@granicus.com, 800-314-0147

v. Financial Reporting

Minji Lee, VP Corp Controller, minji.lee@granicus.com, 800-314-0147

vi. Accounts Payable

Accounts Payable, AP@granicus.com, 800-314-0147

vii. Contracts

Kelly Oliver, VP Legal, Business & Contracts, contracts@granicus.com, 800-314-0147

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Granicus maintains a robust, multi-tiered national sales organization designed to support the diverse needs of public sector agencies across the United States and beyond. Our sales force is structured by geography, market segment, and product specialization to ensure deep domain expertise and localized support.

The national sales organization is led by:

Amir Capriles
Chief Revenue Officer
amir.capriles@granicus.com
800-314-0147

Amir oversees all revenue-generating functions, including direct sales, channel partnerships, and sales operations.

Sales Leadership and Enablement

Supporting Amir is a team of senior leaders who manage sales operations, enablement, and regional strategy:

- **Courtney Bromley**, SVP of Sales – oversees strategic accounts and enterprise growth.
- **Greg Evans**, VP of Sales – manages regional and vertical sales teams.
- **Josh Fruecht**, Sr. Director of Sales – leads regional sales execution.
- **Cindy Simonides**, VP of Sales Operations – responsible for pricing, contracting, and sales process optimization.
- **Drew Leach**, VP of Sales Operations & Enablement – leads sales training and performance programs.

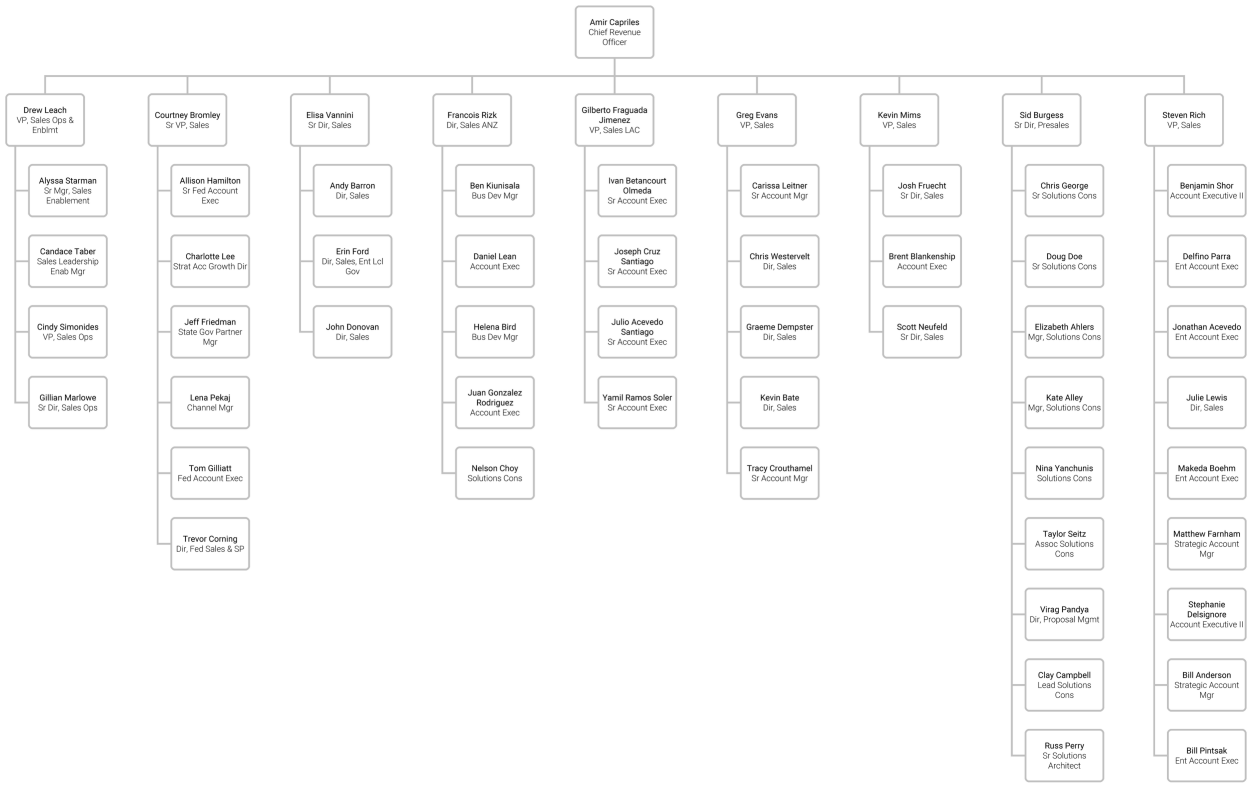
Regional and Vertical Sales Teams

Granicus' sales force is organized into specialized teams aligned to customer types and geographies:

- **State and Local Government**: Account Executives and Strategic Account Managers are assigned by territory and population tier (e.g., under 20K, mid-market, enterprise, super cities).
- **Vertical Markets**: Dedicated teams serve K-12 and higher education, transportation, ports, utilities, and special districts.
- **Federal Government**: A separate team covers all federal agencies, including CMS, VA, DOJ, and DOD.
- **International**: Sales teams are also in place for Canada, the UK, and Australia/New Zealand.

Each territory is supported by a regional manager and includes a mix of hunters (new business) and farmers (account managers), as well as solution consultants and proposal managers to support technical and procurement needs.

This structure ensures that every Participating Public Agency under the OMNIA Master Agreement has access to a knowledgeable, responsive team that understands their unique challenges and can deliver tailored solutions.



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

If awarded, the OMNIA Master Agreement will become Granicus' lead national cooperative contract for all new and transitioning Public Agency business. This agreement will be prominently featured in all sales and marketing materials, and our sales teams will be trained to prioritize it in all relevant engagements. Existing procurement contracts will remain available to agencies that prefer them, but the OMNIA agreement will be positioned as the preferred vehicle due to its national reach, robust compliance framework, and alignment with Granicus' strategic goals.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

Granicus has long been an NCPA supplier and has fully adopted the shift to participating through OMNIA since the acquisition in 2022. Granicus sellers are enabled through internal programming to understand the extraordinary benefits of working through the cooperative, and we additionally provide OMNIA-led orientation to our sellers approximately twice a year to ensure they are up to date in their understanding and ability to articulate the mutual benefits to our prospects and customers.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

This information is confidential. Granicus is a privately held company, and as such we cannot share our detailed financial information. However, we are continuously improving and expanding our products through customer feedback and industry analysis. We have over 7,000 public sector clients and maintain a high retention rate, Granicus supports **48 of the 50 most populous U.S. cities**, over **2,500 local governments**, and hundreds of special districts and school systems.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Granicus employs a robust and integrated information systems architecture to manage the full lifecycle of order management—from opportunity capture through to payment receipt. Our systems are designed to ensure accuracy, transparency, and compliance with cooperative purchasing requirements under the OMNIA Master Agreement.

- **CRM and Opportunity Management:** Granicus uses Salesforce as our Customer Relationship Management (CRM) platform. Salesforce enables our sales and account management teams to track opportunities, manage customer interactions, and ensure that all quotes and agreements reference the OMNIA Master Agreement where applicable.
- **Order Management and Financial Processing:** Salesforce is integrated with NetSuite, which serves as our Order Management and financial operations platform. This integration allows for a seamless transition from opportunity to order, ensuring that contract terms, pricing, and billing align with the Master Agreement. NetSuite handles invoicing, revenue recognition, and payment tracking.
- **Administrative Fee Processing:** Granicus pays OMNIA administrative fees upon receipt of an invoice. These payments are tracked and reconciled, ensuring compliance with reporting obligations under the OMNIA Partners Administration Agreement.
- **Limitations:** While our systems are highly integrated, any custom reporting or data reconciliation outside of standard Salesforce-NetSuite workflows may require manual intervention. Additionally, Public Agencies that require non-standard procurement documentation or formats may necessitate additional coordination.

This integrated approach ensures that all transactions are accurately captured, reported, and reconciled in accordance with OMNIA requirements, while also supporting scalability and auditability for our internal teams and external partners.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Granicus does not guarantee contract sales, however, our current projected growth for **new** business through OMNIA contracts is approximately $2,000,000 per year.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Granicus is committed to maximizing the value and reach of the OMNIA Master Agreement while maintaining flexibility to meet the diverse procurement needs of Public Agencies. Our strategies under each response scenario are as follows:

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners)
Granicus will prioritize responding with Master Agreement pricing whenever possible. This approach ensures streamlined procurement for Public Agencies, leverages the pre-negotiated terms of the Master Agreement, and supports consistent reporting to OMNIA Partners. Our sales team is trained to promote this path as the default, reinforcing the value of cooperative purchasing and minimizing administrative burden for agencies.

ii. Respond with lower pricing through the Master Agreement (Contract Sales reported to OMNIA Partners)

In competitive situations where pricing flexibility is necessary to win business, Granicus may offer pricing below the not-to-exceed rates established in the Master Agreement. These discounts will still be processed under the Master Agreement and reported as Contract Sales to OMNIA Partners. This strategy allows us to remain competitive while preserving the cooperative purchasing framework and its benefits.

iii. Respond with higher pricing only if the Public Agency refuses to utilize the Master Agreement (Contract Sales not reported to OMNIA Partners)

In rare cases where a Public Agency explicitly declines to use the Master Agreement, Granicus may respond with pricing outside the Master Agreement. This ensures we remain responsive to agency needs while clearly delineating such sales from OMNIA-reported Contract Sales. This approach is used sparingly and only when required by the agency's procurement constraints.

iv. Respond with higher pricing and include the Master Agreement as an alternate proposal

When solicitations allow for multiple or alternate proposals, Granicus may submit a primary proposal with pricing tailored to the solicitation and a secondary proposal referencing the Master Agreement. This dual-path strategy provides agencies with flexibility and highlights the advantages of using the cooperative contract, including time and cost savings.

Government Experience Cloud

Service Cloud

Building a stronger community with connected website, forms, communications, and engagement solutions that make government services accessible to all



The challenge

Customer needs continue to grow and expand, but accessing and navigating complex government processes and services can be challenging. With increased public scrutiny and declining trust in government, it's more important than ever to deliver equitable access to information and streamlined and cohesive government services that work for residents and staff.

What if you could...

- **Enable an inclusive government** that delights users by easily finding, accessing, and understanding government information and services 24/7?
- **Go paperless** with streamlined workflows for any service, from simple to complex?
- **Use actionable data insights** that engage users with proactive communications outreach and personalization at every step of the experience?
- **Develop and maintain relationships** by building, launching, and optimizing digital service programs through targeted engagement?

Elevate government experiences and services with connected technology

Service Cloud helps government simplify information sharing, streamline government processes, and strengthen community relationships by integrating website, forms, communications, and engagement tools into one solution that solves multiple service delivery challenges and creates positive outcomes for your community.

Service Cloud provides one connected platform to deliver government information and services more efficiently, so you can focus on serving your residents while also consolidating systems, reducing siloes, and supporting remote/hybrid work.

With Service Cloud, you can...

- **Reduce frustration** by connecting residents to information and services without complex government structure or language, using their device of choice when most convenient to them.
- **Deploy and optimize digital services across government** to meet both organizational and unique department needs while also keeping up with resident expectations.
- **Recommend curated content** and promote relevant services, events, and programs to your community based on recent activity.
- **Analyze service data and sentiment information** to gain actionable insights to address service gaps, improve customer experiences, and develop a long-term digital government strategy.
- **Access full-service experience services** to upskill internal teams and design, develop, and manage programs that enhance constituent experiences across government channels.

Experience Services

Technology alone is not enough for organizations to improve service delivery, increase operational excellence, and engage their community. That's why Service Cloud, as part of Granicus' Government Experience Cloud (GXC) platform, provides ongoing Experience Services. Our Experience Services empower your organization with continuous support and strategic guidance, ensuring the successful delivery of resident-focused digital experiences. From implementation to ongoing optimization, our multidisciplinary team provides always-on expertise to level up your capacity and enhances the impact and efficiency of your programs, helping you achieve your goals at every stage of digital maturity.

With Experience Services, you also get access to a tiered service catalog and technical support framework that fits your organization's requirements, making it easier to implement Service Cloud and evolve as your community needs change over time.

Proven Customer Success | Clearwater, FL

The City of Clearwater, Florida, is committed to providing quality, sustainable, cost-effective municipal services that foster and sustain positive government experiences for residents. Using Service Cloud, Clearwater reduced walk-in traffic by digitizing services, rebuilt their website using a service-based information architecture and reduced web page counts,, making it easier for residents to quickly find the information they need.

70 Services
increased online access by digitizing

Streamlined
the website from **1,000 to 455 pages** helping users find information quickly

Implemented
service based website navigation

Ready to get started?

Let us help determine which Service Cloud and Experience Services solution option best works for your organization.

Contact us

Key Capabilities

- Craft human-centered journeys to boost resident satisfaction.
- Design websites with easy navigation, plain language, and multilingual support to improve communication.
- Implement predictive search for quick access to information, making government more accessible.
- Go paperless to simplify service access, reduce frustration, and save time and money.
- Build community ties by promoting services and events based on recent activity.
- Use data to guide decisions and understand resident behavior and sentiment.
- Identify trends and improve services with benchmark data and analytics.

85%
of users who have negative overall experiences said they distrust government

36%
of users find government processes and interactions intuitive

75%
less likely for governments to receive negative responses when users experience a better customer experience

Government Experience Cloud

Engagement Cloud

Engage, activate, and connect with the public like never before.



The challenge

Governments are tasked with serving diverse populations with a wide range of needs and priorities. This responsibility, combined with the volume of critical information, programs, and outcomes agencies need to deliver makes achieving relevant and personalized engagement a significant challenge. It's more important than ever to move beyond generic, one-size-fits-all communications toward deeper relevance and dialogue.

What if you could...

- ✔ **Find and understand target audiences** through direct messaging channels, peer network access, unrivaled deliverability rates, and comprehensive zero-party and first-party data?
- ✔ **Inspire action by creating user journeys** that naturally guide your audience toward action and participation in key programs and services?
- ✔ **Access critical insights at every step** by categorizing audiences based on shared traits, interactions across different engagement channels, or the feedback they provide?
- ✔ **Nurture relationships and drive digital maturity** with access to consistent constituent experience and performance metrics to pinpoint and address gaps in strategy?

Deliver inclusive, proactive, and targeted customer experiences

The public expects great experiences across all channels. Engagement Cloud makes it easy to deliver engaging and tailored interactions — without the heavy lift. With built-in automation, AI, rich stakeholder insights, and Experience Services, you can safely connect with, hear from, and understand more people, including communities that fly under the radar.

With Engagement Cloud, you can...

- **Increase audience adoption and completion rates** for key agency programs and services.
- **Leverage human-centered design expertise** to craft compelling interactions based on audience personas, journeys, attributes, events, or actions.
- **Meet customers where they are** with automated, two-way conversational messaging across email, social, web, and SMS.
- **Capture clean, consented public data** for real-time insights and progressive contact profiles.
- **Use audience data to initiate rich, interactive conversations** tailored to individual contexts.

Experience Services

Technology alone is not enough for organizations to improve service delivery, increase operational excellence, and engage their community. That's why Engagement Cloud provides ongoing Experience Services.

Our Experience Services empower your organization with continuous support and strategic guidance, ensuring the successful delivery of resident-focused digital experiences. From implementation to ongoing optimization, our multidisciplinary team provides always-on expertise to level up your capacity and enhance the impact and efficiency of your programs, helping you achieve your goals at every stage of digital maturity.

With Experience Services, you also get access to a tiered Service Catalog and technical support framework that fits your organization's requirements, making it easier to implement Engagement Cloud and evolve as your community needs change over time

Customer Success | Ada County Highway District

ACHD

Idaho's Ada County Highway District (ACHD) oversees more than 5,000 miles of roadways and bridges and undertakes hundreds of improvement projects each year. They wanted to streamline how they connected to Ada residents to collect input on the safety and maintenance of the county's roads, sidewalks, traffic signals, bike paths, and related infrastructure. With Engagement Cloud, ACHD retired its separate online survey tools that were disconnected from their website and created hours of unnecessary extra work.

Harnessing an integrated approach for digital surveys, outreach, and website led ACHD to new engagement and public education heights. The new approach led to significant outcomes, including: developing a consistent, professional brand identity; allowing citizens to subscribe to individual projects and not be inundated with unwanted information; and increasing awareness for job recruitment initiatives.

76%
engagement rate

52%
subscriber growth

160K
website views

Features

- Built for government use
- Unlimited agency users
- Access to Granicus' 330M+ email subscriber network
- Cross-channel publishing: email, social, web and SMS
- AI + Natural Language Processing
- Omnichannel engagement and sentiment collection
- API Integrations
- Civic insights dashboards
- Best-in-class security
- 24x7 emergency customer support
- Consultative support to help you attain your goals
- Access to industry-leading expertise and on-demand training
- Customer experience and performance benchmarking

Ready to get started?

Let us help determine which Engagement Cloud and Experience Services solution option best works for your organization.

Contact us

Government Experience Cloud

Operations Cloud

Recover time and resources for other projects



The Challenge

Outdated systems, manual processes, and staffing challenges create inefficiencies in government operations. These issues can erode trust and hinder important work.

What If You Could...

- **Provide better government experiences,** improve public participation and, ensure legal compliance?
- **Streamline operations** and neutralize complexity?
- **Move from resource-heavy manual processes** like spreadsheets and emails to automated workflows and connected digital systems?
- **Continually improve and simplify processes** to discover more operational efficiencies and cost recovery?
- **Lean on a partner** with deep industry knowledge, data insights, and tech skills?
- **Demonstrate ROI on technology investments** while attracting and retaining talent?

Operations Cloud transforms how government organizations adopt and use technology, replacing one-size-fits-all, out-of-the-box point solutions with connected technology, decades of government expertise, and tailored consultation based on deep data insights. Our solutions and operations experts help you uncover efficiencies, recover costs, engage more of the community, and avoid legal risks by staying in compliance — even as legislation and technology evolve.

With Operations Cloud, you can...

- **Select from best-in-class product solutions** to create a powerful, connected technology framework tailored to your organization's needs.
- **Maximize ROI** with scalable tools and services that streamline and automate repetitive tasks, freeing staff to devote time and talents to high-priority projects.
- **Improve public perception, trust, and transparency** and meet modern expectations to easily access critical information while decreasing public calls, walk-ins, and emails.
- **Expand reach and grow informed public participation** by establishing simple, direct, and accessible ways to provide feedback and engage in legislative processes.
- **Avoid risk and ensure legal compliance** using built-for-government solutions that support compliance, accessibility, and transparency.
- **Say goodbye to security worries** with protection from the expense and loss of trust associated with improper disclosures, hacks, and video bombing incidents. Gain confidence in confidentiality with best-in-government data security.

Key Capabilities

- **Highly-Configurable and Scalable Tech** for end-to-end meeting management and record requests, expertly implemented and aligned with time-tested best practices.
- **Powerful Agenda Automation** that helps you discover deeper efficiencies with industry-best workflows, subscription notifications, and legislative history tracking.
- **Simplified Meeting Management** with digital tools for elected officials and request-to-speak and commenting options for constituents. Save time with branded agenda and minutes templates, easy last-minute agenda changes, and one-click website publishing.
- **HD Video Tech that Exceeds Expectations** and meets accessibility goals with highly accurate transcriptions, spoken word content searching, and captioning options for every budget. Reliably and securely broadcast to websites and many other channels.
- **Worry-Free Record Request Compliance,** highly configurable to neutralize rising complexity and reduce workload with patented requester self-service, automated workflows, and email and video record redaction. Mitigate risk and centralize all record requests, including interagency, subpoenas, legal holds, and more.
- **Expert Analysis and Insights** with in-depth, knowledgeable user experience consultants to help you discover ways to improve processes and maximize value.

Customer Success | CA Orange County Sanitation

OCSAN ORANGE COUNTY SANITATION DISTRICT

Before the Orange County Sanitation District found the Granicus easy button, they spent 12+ hours on every agenda packet (multiplied by ~50 packets/yr) plus 2 hours on every public record request. Public meeting attendance was low across the large area served by the 20-city district. Using Granicus solutions, the district saw:

87%
reduction in agenda prep

92%
reduction in PRR processing

Increase
in meeting participation

Maximize limited resources with Operations Cloud

up to $100k
and 35+ days of staff time saved on meeting streaming and video recording

up to 75%
less time spent managing agenda preparation

30–60%
reduction in record request processing time

up to 75%
reduction in time spent managing ancillary boards and committees and $10K+ cost savings

Ready to get started?

Let us help determine which Operations Cloud options works best for your organization.

Contact us

Government Experience Cloud

Introducing Experience Services

Transforming Government with Strategic Services That Deliver Outcomes



Government Experience Cloud (GXC) from Granicus is a full-service partnership. With every GXC solution, your agency gains built-in **Experience Services** designed to ensure success in implementation and partnership long after go-live.

Why Experience Services Matter

Selecting the right technology is only the start of delivering exceptional government services. Unlike traditional vendors, Granicus embeds proactive professional services that solve critical challenges:

- **Staff turnover and skill gaps?** We help train and upskill.
- **Lack of internal alignment?** We drive cross-team cohesion.
- **Disconnected point solutions?** We unify your experiences.
- **Internal and external organizational changes?** We simplify compliance updates for new state and local requirements and support change management.
- **Slow ROI realization?** We accelerate time to value and maximize returns.

> "Technology alone won't improve government. It's the strategic partnership that turns tools into impact."

- Jerome Keene, Senior Planner, City of Delano, CA

What's Included with Experience Services?

Granicus' Experience Services team acts as an extension of your agency staff, featuring technical, strategic, and operational experts bringing best practices from decades of public sector experience. We've evaluated the services we've provided to hundreds of customers to give you access to the expertise that will drive the outcomes your staff and your constituents need.

- **Designated Experience Partner (XP):** Your strategic advisor across implementation and beyond.
- **Services Catalog:** A curated suite of expert-led consulting, trainings, and best practices available to you on day one of your go-live.
- **Elevated Technical Support:** Tailored assistance, performance reporting, and higher Service Level Agreements (SLAs) based on your needs.

Driving Real Results: How Experience Services Take the Anxiety out of Meaningful Digital Transformation

People-Centered Gains

- Rapid staff enablement & upskilling
- Greater job satisfaction
- Stronger internal ownership of outcomes
- Easier recruitment & retention

Process Efficiency

- Faster, smoother project delivery
- Reduced risk of failure
- Maximized return on investment (ROI)

Organizational Alignment

- Shared goals across teams
- Elimination of siloed execution
- Unified vision for digital transformation

Ready to Deliver Better Experiences to Your Community?

Choose GXC with Experience Services
Integrated, Impactful, Included.

Contact us

Experience Services are...

Included in every GXC solution

- **Tailored Implementation:** Customized setup to meet your specific needs.
- **Best Practices Library:** Access to a wealth of knowledge and proven strategies to target challenging areas.

Guided by an Experience Partner

- **Strategic Services:** Assistance with form design, agenda processes, video production and engagement, website architecture, campaign management, communications strategy, and workflow optimizations.

Accessed via annual service credits

- **Expert-Led Training:** Live, on-demand, and on-site sessions to upskill your team.

Supporting evolving needs

- **Boost Tech ROI:** Increase use, adoption, and ROI of investments.
- **Legal Compliance:** Adapt and align to changing fed, state, and local law.
- **24/7 Support Coverage:** Always available to address your critical concerns, including direct routing to live support specialists.

Government Experience Cloud

Government Experience Insights (GXI) Foundations

Objectively measure and benchmark sentiment and customer experience across audiences and community segments.



The Challenge

Public sector audiences are complex, made up of many different stakeholders with varying — and sometimes competing — priorities. Most governments often hear from a small, engaged group and use traditional methods to capture point-in-time feedback. However, these methods often fail to represent the evolving needs of the entire community and don't provide the insights required for meaningful decision-making.

Imagine If You Could...

- **Capture community feedback across the digital journey:** Gather real-time input at every stage with methods tailored to the context of each resident interaction, reducing lag time between feedback and action.
- **Understand public sentiment:** Analyze community attitudes to uncover opportunities and drive initiatives that foster transparency, participation, and digital transformation.
- **Measure and benchmark key metrics:** Evaluate performance across critical areas such as service delivery, digital maturity, trust, and public satisfaction.
- **Enhance engagement strategies:** Improve response rates, increase transparency, and gain the insights needed for human-centered innovation and community understanding.
- **Apply industry-leading methodology:** Use scientific methodologies and standardized data collection techniques developed through a decade of collaboration with governments and domain experts.

Good public agencies ask for pulse checks. Great ones act on them.

Features

- Scientific research method
- Themed question bank
- Embeddable tools
- Aggregated, anonymized participation
- Real-time contextual insights
- Performance dashboard

Transform insights into meaningful action

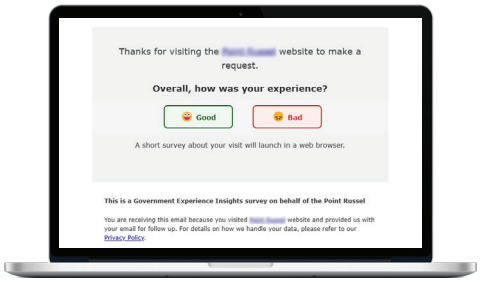
Granicus' GXI Foundations turns every website visit into an opportunity to gather valuable community insights. Leveraging intuitive, contextual engagement, coupled with research-backed questions and methodologies, GXI Foundations objectively measures critical success indicators — like community satisfaction and quality of life — to help local government leaders make decisions and track impact.

With Granicus you can...

- **Improve performance with real-time insights:** Key service delivery, digital maturity, trust, and public satisfaction themes ensure you're measuring what matters most.
- **Reduce the cost and manual collection of insights:** Identify and prioritize efficiency and optimization strategies while reducing the costs in time and resources spent on manual data collection and analysis.
- **Respond faster to constituent needs and feedback:** Always on, at-scale engagement ensures decisions are grounded in up-to-date public sentiment, not outdated assumptions.
- **Make a greater impact on the community:** Sentiment and demographic data ensure your initiatives drive meaningful outcomes across the entire community.

Why GXI Foundations?

- ✔ **Always-on, rapidly deployed measurement** across key themes.
- ✔ **Proven research methodologies**, backed by a decade of expertise.
- ✔ **Rich community segmentation** and analysis.
- ✔ **Effectiveness benchmarks** to compare performance with peers.



Initial results from an early adopter

6,720

projected CX & sentiment touchpoints based on an average of 140 submissions per week.

95%

of survey participants opted in to further surveys.

3 of 4

participants shared most, if not all, demographic data.

Ready to get started?

Get GXI Foundations for your local government.

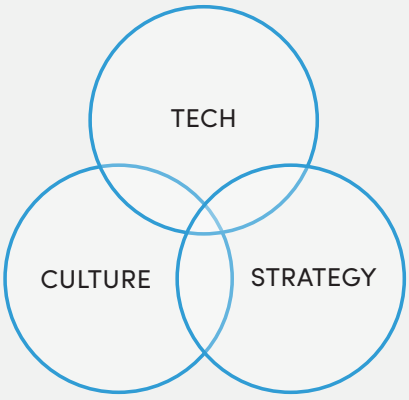
Contact us

Granicus Experience Group

Better Government Experiences, **Delivered.**



Three facets of a successful digital transformation:



Technology alone can't thrive without strategy.

You need a strategy to guide what to do, when to do it and how to say it, plus the data to back it up.

Your team also needs to develop an agile **culture**, ready to grow and change how things are done.

Offering expert guidance and support for your digital initiatives

We believe government can set a NEW standard for digital experiences. To make our online worlds more intentional, more connected, and more human. To create more equitable access for your whole community. But such meaningful experiences require more than the right technology.

The Granicus Experience Group (GXG) is our in-house digital agency. We use human-centered practices and a design-thinking approach to help governments better connect with the people they serve.

Your challenges, our services

You need to deliver results but don't know where to start.

Workshops: Our custom, collaborative Experience Center workshops can help your team solve complex problems and enable progress toward achievable goals.

You're responsible for a results-driven initiative.

Strategy and Program Planning: We design, develop and manage sophisticated programs to enhance the constituent experience across your owned channels.

Reporting: We analyze data throughout the program to discover meaningful insights around audience segmentation and message optimization.

Your team doesn't have the skills or bandwidth needed to tackle specific program goals.

Creative and Content: Leverage our digital content writing expertise like an extension of your own team for creating email or text messages, website content, graphics, videos, and more.

Training: Build up the skills of your own team with custom curriculums covering best practices for digital programs.

Virtual Experiences Centers



Our collaborative workshop approach offers **customized private workshops**, with facilitation to help your team:

- Build a digital transformation roadmap
- Develop audience personas
- Map a current state process and identify pain points
- Plan a content calendar
- Develop a governance process

> "Thanks for taking the farmer's perspective, as it (oddly) gets lost in the shuffle."
>
> - Experience Center participant

The facilitator will design a custom set of design thinking activities for your team. Using what they know, your team will identify your audiences, find pain points, develop solutions or gain alignment.

At the end of your workshop, you will have a set of custom takeaways to continue discussions and plan next steps.

Get inspired

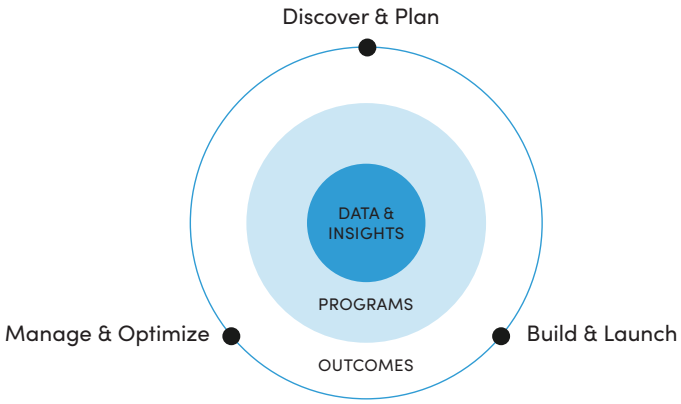
See more customer successes

Our Approach

GXG follows an agile, flexible, and repeatable process that fuels digital and organizational transformation year-over-year.

We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time.

Our multi-disciplinary core team will work side-by-side with you, as an extension of your team, to achieve your mission.



Case Study: Cover Virginia; Virginia's Medicaid, FAMIS

COVER VIRGINIA
Connecting Virginians to Affordable Health Insurance

Challange

In May 2018, Virginia lawmakers expanded Medicaid health care options to close to 400,000 newly eligible adults statewide.

Solution

Create a digital outreach program with information on how to apply for coverage, eligibility guidelines and what to expect during the application process via email and text.

Outcome

Department of Medical Assistance Services saw a direct correlation between communications efforts and enrollment.

250K	400K	117K
Adults enrolled 2019	Adults enrolled 2020	Subscribers

Transforming the Digital Resident Experience

Granicus delivers research-based, results-driven websites that meet the unique needs of government agencies.



The Challenge

The digital needs and expectations of residents are changing, and government websites are no exception. To support informed and engaged residents, governments must provide simple, accessible, and secure ways for their residents to engage. Offering a variety of transformative website options that meet the varied needs of our customers, Granicus is helping governments serve better, from the initial launch of a website well into the future.

Reduce Costs, Improve Efficiency

Websites are the starting or ending point for nearly 2/3 of all government interactions. Your organization can save time and money and enhance the user experience by helping residents easily find the information and tools they need to complete tasks online.

Cost by Channel

Face-to-face

$12.90 *per request*

Correspondence

$9.79 *per request*

Telephone

$3.16 *per request*

Online

Only cents *per request*

WHICH PACKAGE IS RIGHT FOR YOUR ORGANIZATION?

ESSENTIALS

The Essentials Package is ideal for organizations that:

- Have limited or constrained staff capacity
- Need a shorter timeframe for website launch
- Have a lower website budget as a high priority
- Want to ensure they meet best practices and launch an efficient and easy-to-use website
- Aren't looking for specific website configurations and outcomes

ENHANCED

Our Enhanced Package best serves organizations that are:

- Looking for a human-centered design approach
- Seeking a robust and data-driven user experience to the website design process
- Want to enhance user self-service, transparency, and civic engagement
- Have more flexible budgets and website development timelines

ADVANCED

The Advanced Package works well for entities that:

- Want a website development partner that provides a high-touch, consultative approach to research and design
- Have specific website design needs or unique configurations
- Are interested in redefining website best practices through in-depth training opportunities
- Willing to invest increased time and budget to achieve the desired long-term outcomes

Key Features

- Simple, low-code/no-code solutions
- Data-driven content and design
- Flexible content templates and tools
- Library of pre-designed templates, optimized for common government website pages
- Custom approval processes and workflows
- Multi-channel publishing
- Mobile responsive for common devices
- Granicus Experience Group (GXG) Website Consulting Add-On

Technology Built for Government

- Training and ongoing support
- Template library
- Third-party software integrations
- Robust reporting and analytics
- ADA/WCAG compliance
- Best-in-class security
- State-of-the-art hosting infrastructure: 99.9% uptime
- 24/7 customer support

Built for Government Efficiency and Resident Satisfaction

Designed by industry experts and informed by in-depth user research, Granicus websites deliver the balance of efficiency, design, and accessibility that modern governments need. Our experts are with you every step of the way to remove guesswork, get results, and ultimately create positive, engaging experiences for residents and visitors. From a quick launch to unique website configurations to something in between, Granicus is the right partner for government.

With Granicus, you can...

- ✔ **Launch research-based, data-driven websites** that are purpose-built for the unique needs of government.
- ✔ **Quickly connect residents with the information they need** using innovative website tools that simplify government language and processes.
- ✔ **Empower staff at all levels** to create and update website content with a simple and intuitive content management system.
- ✔ **Be confident** that websites meet modern security, design, accessibility, mobile responsiveness and compliance best practices.

Customer Success

Olathe, Kansas takes pride in transparency and data-driven decision-making. After working with Granicus experts, Olathe transformed their website into a virtual city hall, resulting in better-informed residents and improved efficiency within city departments.



12%
Direct Traffic Increase



136%
Visitor Increase



51%
Mobile Users

> “Granicus helped us simplify our website content to make it easily consumable for citizens.”
>
> – Ed Foley, Management and Budget Services, Olathe, KS

govService OpenForms

Simple, Intuitive Online Forms and Workflows



SERVE FASTER, SERVE BETTER

> "We saw 48 forms submitted in one month... That saved us two physical court hearings, which is a huge cost saving."
>
> - Crystal Sprague, Court Administrator, Kansas City, Kansas

Explore Ways to Use OpenForms

- Customer Requests
- Applications
- Registration Forms
- Payments
- Bookings
- Permits
- Calculators
- Self-service

The Challenge

Most interactions between residents and government happen at the local level.

Whether requesting a pothole repair, starting water service, or ordering a new trash bin, governments process thousands of resident requests every day. That's why cities and counties need an effective way to digitize workflows and services.

But how can governments create easy-to-use solutions that accommodate complex resident and staff needs while still being flexible enough to integrate with existing systems?

What If You Could...

- ✔ **Create online forms and workflows** using drag and drop functionality? Modernize outdated processes to provide a digital government experience that can rapidly respond to residents and increase engagement?
- ✔ **Encourage more resident self-service** and significantly reduce time spent on call center and in-person interactions?
- ✔ **Translate complex business logic** into simple "wayfinding" or digital tools to help residents ensure they are eligible?
- ✔ **Allow staff to build custom solutions** without tech skills or time-consuming customizations?

Transform the Digital Journey with OpenForms

OpenForms provides the functionality modern governments need to transform their digital customer journey. Built with and for governments, Forms converts even the most complex processes or multi-page forms into an intuitive online experience with automated form flows based on customer responses.

Key Forms Features

- Drag and Drop Form Creation
- Smart Form Logic, such as Groups of Fields and Office Only Fields
- Seamlessly Integrate with Digital Payment Providers
- Unparalleled Security Made for Government

Usability and Accessibility

- Accessibility Compliant (ADA)
- Mobile Friendly
- Cross Device Compatibility
- Multilingual
- Built-in Save and Continue
- Real-Time Form Validation
- Online Help

Efficient Forms Management

- Automate Form Workflow
- Drag and Drop Review and Approval Process
- Actionable Email Notifications
- Connect to Existing Systems

Additional Services Available

- Integrate with Microsoft Azure Active Directory for easy user management

From Simple to Complex, OpenForms Can Help

- **Transform any service** by rapidly converting even the most sophisticated PDFs, paper forms, and offline processes into online forms, without the need for coding.
- **Simplify submissions** with a service that is secure, accessible, mobile-friendly, and easy to use for everyone.
- **Automate workflows** with drag-and-drop design to assemble an approval path that automatically routes submissions to the right people and departments.
- **Increase transparency and keep residents notified** as their request progresses through the entire workflow process to closure.
- **Measure and improve a resident's experience** by visualizing their journey, identifying bottlenecks, and leveraging actionable insights to refine the process and further increase self-service.

Proven Customer Success

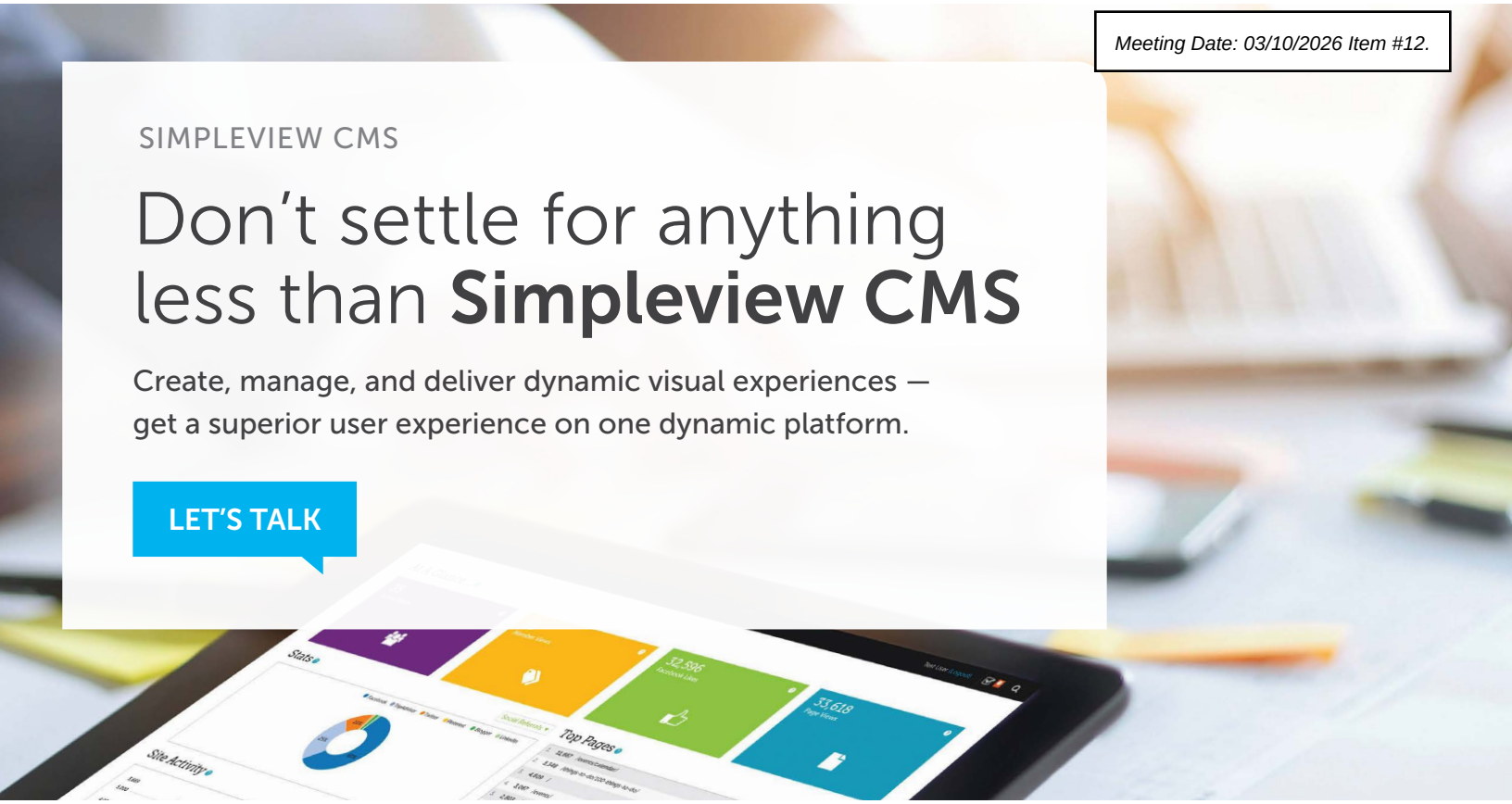
When city-wide COVID-19 restrictions went into effect in Kansas City, KS, courts had to close their doors to in-person service. With the help of OpenForms, court staff and judges were able to quickly adapt justice processes online, implement policy changes, and inform the public.

4
Hours vs. 4 weeks of time saved in Online Traffic Pleas

48
Online Traffic Pleas forms submitted in the first month

2
full public hearing sessions saved through online submissions in one month

> "As a department head, I can now work with our judges to implement policy changes in minutes, not days or even months. I can build a form in govService OpenForms and make it go live on our website tomorrow."
>
> – Crystal Sprague, Court Administrator, Kansas City, Kansas



SIMPLEVIEW CMS

Don't settle for anything less than **Simpleview CMS**

Create, manage, and deliver dynamic visual experiences — get a superior user experience on one dynamic platform.

LET'S TALK

Your content management software solution is simple. **It's Simpleview CMS.**

Made with purpose, defined by the industry

Our fit-for-purpose platform was built by the industry for the industry with DMO-friendly features, including modules that give you enhanced flexibility and control over your website updates, such as event calendars, partner listings, and a form builder.

Future-proof your content strategy

Our headless, SaaS CMS will future-proof your content strategy and let you engage your audience wherever they are. As technology evolves and new platforms emerge, your content will adapt seamlessly without being constrained by specific presentation formats.

Demonstrate value to partners

Show the value your DMO website provides partners through the reporting of referrals, impressions, and website traffic. Seamlessly link to partners within content and available modules to drive an increase in visitors.

Discover the integrated impact of Simpleview CRM + CMS

Simpleview CMS offers more than 45 web modules, industry-leading partnerships, and integrations to meet your needs and maximizes the data already stored in your CRM to display the best possible version of your destination.

LILLY KELLY
Director of Marketing | Visit Anchorage

It's been such an amazing experience to have the new CMS, to be able to manage the system so much more efficiently in-house, and to have that great synchronization of information between the CRM and CMS."

Give your destination the **content management system it deserves.**

- We designed the platform to be **100% future-proof**, enabling agile innovation and cultivating growth
- We leverage cloud-based integrations and implement **AI-backed technology** for smarter, faster work
- We integrate and partner with top providers to **bring you the best** the industry has to offer — more than 13 major partners
- **We empower you** to control your content and updates while maintaining flexibility
- Our first-in-class, **expert support team** is ready to help you every step of the way
- We participate in the tourism community as well as the tech industry, **ensuring you stay ahead** with cutting-edge advancements

LOS CABOS · LAS Vegas · MILWAUKEE · NORWAY POWERED BY NATURE

Give your destination the **CMS it deserves.**

Simpleview is a leading provider of CRM, CMS, website design, digital marketing services, and data insights for convention bureaus, venues, tourism boards, destination marketing organizations (DMOs), and attractions. The company employs staff across the globe, serving clients of all sizes, including small towns, world capitals, top meeting destinations, and countries across multiple continents.

Discover your complete solution to future-proof your content and show value to your partners with Simpleview CMS.

LET'S TALK

+1 520.575.1151
SIMPLEVIEWINC.COM

govDelivery

Engage Your Audience, Drive Action

Email, Social & Text Messaging Solutions



The Challenge

These days, updating a webpage isn't enough. To achieve your goals as a government communicator, you have to engage with your diverse audiences everywhere you can: In email inboxes, on mobile devices, through social media. Defining a communication strategy that hits the most relevant audience, managing the volume of messages required across your organization, and ensuring you have the right approvals and security can be a challenge.

What If You Could...

- **Improve engagement** by sending the right message, at the right time, via the right channel?
- **Grow your audience by 250%,** on average, by letting subscribers opt-in to all the information that matters to them?
- **Ensure your messages are received** while complying with security regulations and policies?
- **Spend less on marketing and lighten your workload** by managing all digital communications through one mobile-friendly platform?

Secure Better Engagement With govDelivery

The govDelivery solution is the first FedRAMP-authorized digital engagement platform for email, social, and text communications. It's easy to use, more affordable than traditional advertising, and trusted by every federal agency. Additionally, 500 state departments and thousands of local communities use govDelivery to reach, engage, and serve constituents. Plus, the Granicus Subscriber Network promotes your organization through a millions-strong opt-in subscriber network of customers who could be interested in related government content, ensuring immediate impact.

Increase Engagement

500%

more public engagement when using multiple digital channels.

> Investing in Granicus was a game changer. Now, we connect with people in need and as a result see at least a 4x return on our investment."

- Sean Bennett, Director of Marketing & Outreach, Making Home Affordable

With govDelivery you can...

- **Write once, publish everywhere** — post email, social media, and text messages with the click of a button.
- **Instantly drive more relevant subscriptions** through the Granicus Subscriber Network of more than 330M people subscribed to receive the messages they want most.
- **Protect subscribers data** by using the first cloud communication platform authorized by FedRAMP (also a DoD Trusted Sender).
- **Optimize your strategy** with advanced analytics that provide key insights and support from our team of digital communication experts.

Customer Success

The National Highway Traffic Safety Administration (NHTSA) uses govDelivery's Targeted Messaging Service (TMS) to improve safety by connecting tens of millions of Americans with important vehicle and product recall information. Read the full story >

6.2M
Targeted Messages Yearly

99%
Deliverability

3X
Open Rate

"govDelivery TMS is definitely a success for our agency. We're able to reach consumers more quickly and reliably. I would recommend anyone with a similar need or circumstance to switch to TMS."

- Gopal Rajanala, Director of Information Management, NHTSA

govDelivery Features

Obtain Subscribers & Drive Interest in Your Mission

- Sign-up Box
- Text-to-Subscribe
- Website Overlay
- Quick Subscribe Pages
- Granicus Subscriber Network

Engage & Drive Action

- **Targeted (1:1) email or SMS notifications** to drive channel-shift behavior and promote activities.
- **Cutting-edge data mesh architecture**, artificial intelligence, and machine learning to provide scale, security, and personalization.
- **Advanced analytics, data pipelines and dashboard templates** to provide a comprehensive view of the organization experience.
- **Two-way conversational SMS**, powered by AI/ML, with natural-language processing and expert services to design the experience and data-capture strategy.

Continually Improve

- Robust Reporting & APIs
- Link Tracking Parameters

Get Inspired
See more customer successes

EngagementHQ

Essential software for changemakers



Don't guess. Know.

EngagementHQ is the world's leading community engagement platform, where robust 21st-century democracies are built through courageous questions and meaningful answers—turning community input into valuable insights, removing barriers to engagement, and reducing the time to a decision.

EngagementHQ helps you...

- **Make informed decisions** – Purpose-built analytics let you see who is informed, aware of, or engaged with your project. You can categorize responses, identify areas of interest, determine critical issues and missing demographics, and tailor outreach accordingly.
- **Get more people involved** – Go beyond talking to the same ten people and meet participants where they are with embeddable and purpose-built tools, social sharing, SMS, YouTube streaming, smart search, and private and public participation modes.
- **Report back to your community** – EngagementHQ doesn't just organize your community engagements - it delivers what you need to execute them end-to-end. With real-time visibility, email, and SMS for closed-loop communications and project update subscriptions.
- **Save time and resources** – Compile a unified view of your community and streamline internal review and approvals processes with draft sharing, templates, and project previews. Access best-practice guides, dedicated helpdesk, 24/7 support, and trained moderators.
- **Fast-track moderation and security** – Real human moderators protect you, your team, and your community against inappropriate behavior. Our unwavering commitment to accessibility and security means you can focus on building connections while we focus on compliance.

> **You helped us quickly gather information from the community, especially groups and populations that do not come to the in-person meetings."**
>
> - Chris Meschuk, City of Boulder, Colorado

> **EngagementHQ has been a hit in our community, helping to turn innovative ideas into reality!"**
>
> - Dannette Robberson, Town of Parker, Colorado

Magnify your impact with features designed to give you control, visibility and flexibility

Coordinate your engagement program – Utilize team access controls and draft sharing for easy creation, review, and approval.

Collect and connect community feedback – Leverage a range of tools across channels from Forums to Surveys, Ideas, Places, Q&A, and Polls.

Uncover actionable insights – Understand the sentiments of thousands of written responses in a single click using artificial intelligence.

Manage participant relationships – Access a central database to identify, segment and personalize communications for hard-to-reach voices.

Rely on 24/7 moderation – Trust expert moderators to protect you and your community against bullying, heckling, and inappropriate behavior.

Connect your favorite tools – Align your technology stack and integrate communication and participatory budgeting tools.

Simplify security and compliance – WCAG 2.1 | ISO27001 Certified | Quarterly security audits and strict data access rules

EngagementHQ: Proven technology

12,000+

practitioners across 5 countries

11 million

participants

1,000+

public sector customers around the world

14 years

of experience partnering with governments to engage communities

Meeting Date: 03/10/2026 Item #12.

govMeetings

A Solution for Every Situation

Agenda, Meeting, Video, & Board Management Solutions



The Challenge

As a clerk or meeting manager, we know that you have many responsibilities, but the public meeting process consumes an inordinate amount of your time. Compiling agendas with the proper approvals, recording meeting votes and minutes, and sharing those with your community members using processes that are outdated, inefficient, and costly can be a frustrating diversion from more meaningful work.

What If You Could...

- ✔ **Reclaim time** to focus on what matters most by automating manual meeting processes?
- ✔ **Run meetings effortlessly** by capturing minutes digitally, tracking motions and votes, and streaming video?
- ✔ **Better serve your constituents** by giving them one digital place with everything they need to participate?

Run Perfect Meetings With govMeetings

With govMeetings solutions, you can streamline the entire meeting process. You can dramatically reduce staff time, provide easily accessible meeting information to constituents, and run the perfect meeting. Join over 2,400 other government organizations who use govMeetings to simplify public meetings—start to finish.

INCREASE EFFICIENCY:

600 Hours

lost yearly from printing and distributing public meeting agendas.

> “govMeetings took a lot of work off my plate, and it made things clearer for the public. We have enhanced civic engagement, increased transparency, and improved accessibility.”
>
> Laura Reams, City Clerk, Hyattsville, MD

With govMeetings You Can...

- **Automate the end-to-end meeting process** – easily build digital agendas, capture in-meeting actions & automatically record minutes into public record.
- **Improve collaboration and decision-making** with a digital agenda app for board members, including convenient research and annotation capabilities.
- **Provide a central online meeting location** where constituents can search, find, and review meeting videos, agendas, minutes, and more.
- **Meet compliance requirements for accessibility and security** by optimizing meeting content for your website.

Customer Success

Instead of losing valuable hours to printing, assembling, and distributing agenda packets, the Village of Snowmass uses govMeetings to increase transparency and save time and resources.

16X
Faster agenda prep by eliminating repetitive manual work

$7,000
Recovered annually by digitizing the agenda process

24 Days
staff time saved yearly through automation of agenda management

> "Time has been the biggest benefit of govMeetings. It makes my job so much easier, and I can focus on other things. I never have to stay late anymore."
>
> *- Rhonda Coxon, Town Clerk - Snowmass Village, CO*

FEATURES & SERVICES:

PRE-meeting
Automated preparation

- Simplify boards & commissions management
- Automate agenda creation & approvals
- Collect digital public comments

IN-meeting
Streamlined facilitation

- Capture meeting minutes, roll calls, actions & votes
- Live stream, record, and index public meetings for greater engagement
- Manage public requests to speak digitally
- Improve community accessibility and participation with meeting close captioning, transcription, and translation services

POST-meeting
Simplified sharing

- Finalize meeting minutes quickly
- Automate publishing to a public portal
- Enable social sharing & notifications

Granicus Meetings: A Solution for Every Situation

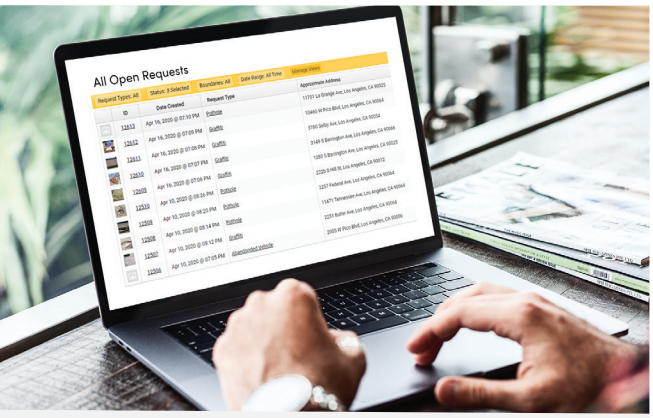
GRANICUS

About Granicus: More than 6,000 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.

For more information, visit granicus.com/solution/govmeetings or email us at info@granicus.com.

OneView: Part of Granicus Digital Services

Connecting residents and local governments to strengthen communities



BENEFITS

- Reduce inbound calls and walk-ins by 35% or more
- Spend 25% less time fulfilling service requests manually
- Retire outdated service delivery solutions, driving down long-term IT costs

The Challenge

The challenges facing governments today are daunting. Leaders face rising customer expectations, operational disruption, and budget uncertainty. Governments have adopted numerous digital solutions but struggle to deliver better customer service and streamlined operations. Staff are left with poorly integrated technologies that require manual processing for even routine tasks. Residents are left with a confusing mix of online services that are hard to find or use, leaving them with underwhelming customer experience. To thrive today, leaders must make the work of serving residents less tedious and less expensive.

What if you could...

- ✔ **Automate 311 Service Requests:** Enable residents to request information or services online and report issues via a web portal, mobile app, email, or by phone.
- ✔ **Communicate with Residents:** Keep residents up to date on service requests and send notifications about upcoming events using one system.
- ✔ **Efficiently Manage Internal Processes:** Automate workflows, assign service requests to the correct department, and integrate with existing systems to complete work orders and maximize efficiencies.

KEY FEATURES

- **Case Management:** Manage service requests with ease, including specific request details and photos, to remove any guesswork
- **Workflow Automation:** Design workflows, automate processes, and integrate with existing systems to decrease training time and maximize efficiencies
- **Mobile App:** Use our user-friendly, brandable mobile app to encourage residents to self-serve and increase engagement in your community
- **Contact Profiles:** Easily access a snapshot view of residents using their contact profile, including a history of service requests, phone calls, emails, appointments, and cases
- **Reporting and Analytics:** Understand how and why citizens are interacting with government through at-a-glance dashboards and in-depth reports

With OneView You Can...

OneView provides government the tool they need to adapt to changing resident expectations. A centralized, 311 solution offers omnichannel options for residents to report and track service requests, learn about programs and events, and more. As requests are received, they are automatically routed to appropriate local government stakeholders to be fulfilled, with automated updates keeping residents informed along the way.

Capturing interactions centrally allows leaders to easily reference and share broader insights with in-depth reporting and analytics. OneView's web portal and brandable mobile app can help simplify, modernize, and automate to serve communities better than ever.

Additional Capabilities

OneView also offers the following add-on services:

✔ **Messaging:** Interact with citizens on their preferred device with a mass notification system designed for everyday community connections.

✔ **Knowledge Base:** Help communities self-serve by providing answers to frequently asked questions and information requests on any device.

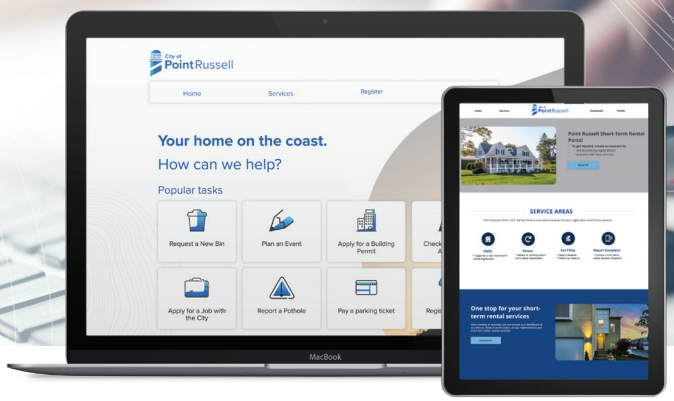
✔ **Waste Reminders:** Keep citizens informed of scheduled pickups with automated, geofence-based alerts.

Ready to get started? Get in touch today.

govService Host Compliance

STR Portal

Easiest Short-Term Rental Mobile Permitting & Tax Collection for Government



DID YOU KNOW?

50%+

of STR hosts prefer to handle their business from mobile devices?

MOBILE PERMITTING & REGISTRATION BENEFITS:

- Streamlined annual renewal process
- Branded outreach for swift compliance
- Fully customizable and configurable processes to meet specific registration requirements
- Ease of use, error-proofing, and legal compliance
- Higher compliance rates and increased efficiency
- Better data for enforcement
- Mobile optimization and responsive design
- Clear and easy-to-read instructions and navigation

Challenges

The number of short-term rental (STR) properties listed on platforms, such as Airbnb, has grown 15x since 2011. While communities have turned to regulations and enforcement to stem the negative impacts from short-term vacation rentals, traditional permitting and application processes have failed to keep up with the accelerating demand for digital services. Many communities struggle to enforce permit/registration compliance as tech-savvy short-term rental hosts are less likely to voluntarily visit a government office to fill out paper applications.

What If You Could...

- ✔ **Give staff and residents a user-friendly and easy-to-administer solution** for the registration of any non-compliant STRs?
- ✔ **Simplify outreach** with personalized communication that connects owners with online STR license applications?
- ✔ **Recover untapped revenue potential** in the thousands or millions?
- ✔ **Save staff time and resources** by reducing errors with a robust document management system that educates applicants on STR requirements?
- ✔ **Easily scale up expansion of other digital government services beyond short-term rentals** in a single, centralized portal branded to match your website?

Simplify Short-Term Rental Compliance

The STR Portal from Granicus brings together features from the best-in-class Host Compliance Mobile Permitting and Tax Compliance modules in a single, convenient portal to simplify processes for property owners and staff.

DID YOU KNOW?

<10%

of STR owners voluntarily register and pay all owed taxes?

THE TAX COLLECTION ADVANTAGE:

- Securely enable payment of transient occupancy tax (TOT) online via debit, credit card, or e-check (ACH)
- Property owners can pay from a variety of devices
- Deposit all funds directly into the city/county bank account via daily direct deposits
- Integrated credit/debit card payment functionality
- Ability to collect electronic signatures
- Fully customizable and configurable forms

Built on the highly configurable, cloud-hosted Granicus platform, the STR Portal can be the foundation for your future digital service transformation.

WHAT OTHER DIGITAL SERVICES ARE YOU LOOKING TO OFFER YOUR COMMUNITY?

The STR Portal offers instant scalability to other government service solutions from a centralized, mobile-friendly app branded to match your website. Easily expand your digital services beyond short-term rentals to sanitation, water, streets, transportation, licensing, and more.

With Granicus STR Portal You Can...

- ✔ **Save staff time** by automating the flow of approval tasks related to permitting, renewals, and tax filing such as planning signoffs, financing validation, and building inspections.
- ✔ **Improve STR property owner/manager compliance** by providing convenient, online tools that also reduce the number of status inquiry calls and emails you manage.
- ✔ **Recover up to 20X more revenue** from the STR market by increasing regulatory tax and permit compliance.
- ✔ **Increase community engagement** and satisfaction with "one-stop shop" online government services.

Features & Services

For property owners:

- Online user account creation
- Dashboard linking real-time status of registrations and compliance user account
- Online property management including permit registration, fees, payments, and renewals — with convenient approval workflows
- Online revenue reporting and tax filing
- Manage registrations and tax filings individually or in bulk

For staff:

- Real-time, two-way communications in a centralized portal to reduce call volume and cumbersome email tracking
- Case viewer approval workflows (approve, deny, request information, view responses)
- Allow tax filing with online payment at time of submission for faster collection of revenue owed — deposited directly into the city/county bank account
- Customer Service Hub: registrant notifications of certificate expirations

Optional configurations:

- Sold property deactivation request with approval workflows or real-time, online deactivation (where permitted)
- Can support multi-step tax filing convenience for property owners; allowing them to file earning documentation for review and invoice generation before submitting online tax payments

GovQA

Public Record Request Management

Automated Workflow for Government Compliance



When the public, journalists, lawyers and other governments request documents from you, the countdown begins. Manually tracking complex, voluminous requests to stay compliant is stressful and not secure — litigation looms. Automation is key. GovQA simplifies secure collaboration and compliance with all internal and external parties from intake to final reporting.

Intake

- **Public portal** with with smart intake forms reduces clarification delays and streamlines routing.
- **Patented deflection** tools deliver requested information in-line and before a request is submitted for reduced request volume and workload

Vet

- **Secure admin portal** for automated communications
- **Link duplicates** to eliminate redundant work
- Create **estimates/invoices**

Gather & Track

- **Tiered request processing** makes it easy to collaborate, delegate, and track complex requests
- At-a-glance **status indicators** and in-app **Notification Center** reduce email clutter
- **Exchange Requests™** allow you to securely gather information from external agencies and non-government entities (like attorneys)
- **Laserfiche integration** saves time and improves security when importing potentially responsive records

Review

- **In-tool Redaction™** with email extraction increases security and reduces steps to successful redaction
- **Text search, pattern match & redact similar** eliminate accidental release of PII
- **Automated exemption logs** ensure compliance

Respond

- **Configurable templates** for standardized, secure release of files to the public portal
- **No file size limitations** means no stress in dealing with large files

Report

- **Dashboards & full audit trail** make reporting easy
- **Customize and schedule reports** for a big picture understanding of your organization's status

Learn More

SmartGov

SmartGov™ is a configurable, cloud-based licensing and permitting solution for local and state jurisdictions that promotes revenue growth, citizen confidence and cost savings in one easy-to-use platform.



How does it work?

Manage permits, business licenses, inspections, code enforcement, planning and reporting with customizable plan review, permit routing flows and forms that enhance operational efficiency, reduce labor costs and engages your community on the web or mobile platforms.

Maximize efficiencies

SmartGov integrates with vendors who support a Hosted Payment Page (HPP). An HPP integration offers checkout/payments forms that are SAQ-A compliant and allows SmartGov to pass all the payment data to the HPP for final processing. Once completed, the receipt information is passed back over to SmartGov to be stored appropriately and securely.

Increase citizen confidence and satisfaction

Build a stronger connection with your community while saving time and money by allowing citizens to complete applications and check real-time status updates online 24/7. This way citizens can work with you anywhere, anytime.

Improve safety

Make requests and applications easy to submit and maintain more reasonable response times to ensure citizens follow through with proper permitting procedures and work is done safely. With automated code enforcement, compliance is enforced more quickly and accurately, minimizing violations and increasing public safety.

Customize your community and internal experience

Build a stronger connection with your community while saving time and money by allowing citizens to complete applications and check real-time status updates online 24/7. This way citizens can work with you anywhere, anytime.

> The ability for increased collaboration and accountability across departments has allowed for staff to process permits more efficiently with a smaller number of staff than in previous years, leading to increased efficiency in the use of taxpayer dollars.

– Jerome Keene
Senior Planner, City of Delano, CA

Implementation and Support

We provide our best service so you can do your best work.

Legendary Spport Team - Included	All SmartGov Software clients have unlimited access to our Legendary Support Team
	Reach support via phone, email or chat for immediate answers
Implementation Support - Included	Orientation call to establish objectives and answer questions
	One-on-one implementation consultation with your client engagement team member
	Unlimited access to our Learning Management System
	Project collaboration tool for implementation management

Our Service Pledge to You



Phone calls answered within 3 rings



97% client satisfaction rate



Support emails answered within 1 hour



Always speak to a human

About Granicus

Granicus is the global leader in customer engagement and experience technologies and services for the public sector. By simplifying interactions and communicating critical information, Granicus brings governments closer to the people they serve—driving meaningful change for communities around the globe.

govService

AMANDA

Helping government of all sizes digitally transform critical business processes.



The leader in modern digital service delivery

Granicus and AMANDA together can accelerate the digitization of any government process with the first and only civic engagement platform, now with Amanda best-in-class, highly configurable technology.

What If You Could...

- **Digitize Complex Processes Improve Citizen Engagement:** Digitize global Permitting Compliance and Licensing (PCL) and Freedom of Information (FOI) processes including land and construction management and professional and business regulation.
- **Modernize Staff Workflows:** Automate and simplify a wide range of civic services for your employees; centralize customer, property, asset & other data types in a single portal.
- **Increase Mobile Workforce Productivity:** Enable employees to complete entire inspections in the field with mobile devices.
- **Communicate Across Channels:** Automate customer alerts, notifications, and reminders with integrated communications that span web, email, and SMS.
- **Grow Your Target Audience:** Leverage the govDelivery Network of 300M subscribers to support shift to online, self-service channels.

Leading governments use AMANDA to manage regulatory functions and citizen services, including:

Expanded Digital Services for Government Agencies

With our collective expertise and interoperable platform, our customers will gain access to the most advanced and comprehensive technology offered in the public sector, supporting:

- Permitting & Compliance
- Licensing
- Freedom of Information
- Grants Management
- Inspection and Code Enforcement
- Land Development Plan Review

Sample PCL use cases include:

- Business Licenses
- Cannabis, Alcohol, and Tobacco
- Environmental Protection
- Gaming
- Food Safety
- Hunting & Fishing
- Professional Trade Registrations
- Waste Management

The largest community of government professionals:

- 6,000 customers
- 330 million subscribers
- 1,200+ employees



GRANICUS

Empowering Modern Digital Government

References and Experience

Section 4 – References and Experience

C. References and Experience (20 points)

1. Provide a brief history of the supplier, including year it was established and corporate office location.

Granicus was founded in **1999** and is headquartered at **1999 Broadway, Suite 3600, Denver, CO 80202**. Over the past 25+ years, Granicus has evolved from a single-product company into a global leader in digital government solutions. Our growth has been driven by a combination of organic innovation and strategic acquisitions that have expanded our capabilities across civic engagement, service delivery, and operational transparency.

Key milestones in Granicus' growth include:

- **Expansion into digital communications** with the acquisition of **govDelivery**, enabling large-scale, secure email and SMS outreach.
- **Enhancement of public records and compliance capabilities** through the acquisition of **GovQA**, the leading provider of FOIA and public records request management software.
- **Strengthening of community engagement tools** with the acquisition of **Bang the Table**, creators of **EngagementHQ**, a platform for inclusive, two-way public consultation.
- **Growth in permitting, licensing, and code enforcement** through the acquisition of **SmartGov** and **AMANDA**, expanding Granicus' footprint in regulatory and land management solutions.
- **Expansion into short-term rental compliance and tax automation** with the acquisition of **Host Compliance**.
- **Enhancement of CRM and 311 service request management** through the acquisition of **Rock Solid Technologies**, now part of the **govService OneView** suite.

These acquisitions, combined with continued investment in R&D and customer success, have positioned Granicus as the only provider of a fully integrated **Government Experience Cloud**—a platform that unifies communications, engagement, service delivery, and operations for over **7,000 government organizations** worldwide.

2. Describe supplier's reputation in the marketplace.

Granicus is widely recognized as a trusted and innovative partner to government agencies. The company has been named to the **GovTech 100** list by *Government Technology* magazine for multiple consecutive years and maintains a **98% client retention rate**. Our reputation is built on delivering secure, scalable, and user-friendly solutions that help governments modernize operations and improve transparency.

3. Describe supplier's reputation of products and services in the marketplace.

Granicus products are known for their reliability, accessibility, and measurable impact. Solutions such as **govDelivery**, **govAccess**, **govMeetings**, **govService**, and **EngagementHQ** are used by thousands of agencies to streamline communication, manage digital services, and enhance public engagement. Customers consistently report high satisfaction, with an average rating of 9 out of 10 across implementations. Granicus also supports over 250 award-winning government websites.

4. Describe the experience and qualification of key employees.

Granicus employs over **2,000 professionals** globally, including engineers, project managers, UX designers, and public sector strategists. Many team members hold certifications such as PMP, WebAIM WCAG, CCNA, and ATD Master Trainer. The leadership team brings decades of experience from government, software, and civic technology sectors, ensuring deep domain knowledge and a strong commitment to client success.

5. Describe supplier's experience working with the government sector.

Granicus is **100% focused on the public sector**. Our solutions are purpose-built for government workflows and compliance standards. The company has successfully partnered with federal, state, and local agencies on digital transformation initiatives, including communications, permitting, licensing, agenda management, and public records. Granicus supports **48 of the 50 most populous U.S. cities**, over **2,500 local governments**, and hundreds of special districts and school systems.

6. Describe any social diversity initiatives.

Granicus is committed to diversity, equity, and inclusion in our workforce and supplier relationships. The company promotes inclusive hiring practices, supports employee resource groups, and partners with minority- and women-owned businesses. Granicus also encourages the use of diverse subcontractors and provides opportunities for underrepresented communities to participate in civic engagement through accessible digital platforms.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Neither Granicus nor any of our subsidiaries have ever been party to bankruptcy or reorganization. No current officers or directors have been or are currently subject to any litigation or investigations. Granicus is occasionally party to litigation, primarily related to HR and employment matters, none of which have been material to the organization, and all have been addressed or settled as a matter of course. There have been investigations into specific acquired companies, but none have resulted in any findings, fines, or penalties to date.

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Entity Name:	Collier County, FL
Contact Name, Title:	Charles Kammerer, Supervisor - Accounting
Phone, Email:	239-252-8951, charles.kammerer@colliercountyfl.gov
City, State:	Naples, FL
Years Serviced:	2011 – Current
Description of Services:	Service Cloud, Website/CMS + Subsites, Communications
Annual Volume:	Approximately $200,000

Entity Name:	Osceola County, FL
Contact Name, Title:	Ted Phillips, Procurement Supervisor
Phone, Email:	407-742-0929, ted.phillips@osceola.org
City, State:	Kissimmee, FL
Years Serviced:	2021 – Current
Description of Services:	Service Cloud, Website and CMS, Communications
Annual Volume:	$165,000

Entity Name:	Columbus, OH
Contact Name, Title:	Kelly L. Davis, Applications Leader - Enterprise Architect
Phone, Email:	614-645-9642, kldavis@columbus.gov
City, State:	Columbus, OH
Years Serviced:	2017 – Current
Description of Services:	Service Cloud, Website and CMS, Communications, Meetings, Service Request Management
Annual Volume:	Approximately $750,000

Entity Name:	Franklin County, OH
Contact Name, Title:	John M. Proffitt, Chief Digital Officer
Phone, Email:	614-525-2654, john.proffitt@franklincountyohio.gov
City, State:	Columbus, OH
Years Serviced:	2017 – Current
Description of Services:	Service Cloud, Website and CMS, Communications, Meetings, Boards & Commissions, Service Request Management, and Permitting, Licensing, and Compliance
Annual Volume:	Approximately $290,000

Entity Name:	Aurora, IL
Contact Name, Title:	Jon Zaghloul, Communications Manager
Phone, Email:	630-256-3362, zaghloulj@aurora.il.us
City, State:	Aurora, IL
Years Serviced:	2016 – Current
Description of Services:	Service Cloud, Website and CMS, Communications, Meetings, Boards & Commissions, FOIA Request, Agenda Management, Service Request Management
Annual Volume:	Approximately $285,000

9. Region 14 ESC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any submitting a proposal.

Acknowledged.

10. Provide any additional information relevant to this section.

Granicus' strength lies not only in our technology but in our long-standing, trusted relationships with public sector clients. With over 25 years of experience serving more than 7,000 government agencies, we bring unmatched institutional knowledge, implementation expertise, and a deep understanding of the evolving needs of public agencies.

We are proud of our:

- **98% client retention rate**, reflecting our commitment to long-term partnership and customer satisfaction.
- **Global delivery model**, with over 2,000 employees and dedicated Experience Partners who provide strategic guidance throughout the customer lifecycle.
- **Track record of successful transitions**, including migrating hundreds of agencies to new platforms or cooperative contracts with minimal disruption.
- **Recognition as a GovTech 100 company** for multiple consecutive years, underscoring our leadership in civic technology.

Granicus is so much more than a technology vendor. We are a strategic partner committed to helping agencies modernize, engage, and deliver better outcomes for their communities.

We've included several success stories on the following pages. Click on the images to view more about each one. You can find these and many more on our website at https://granicus.com/resources/success-stories/.

Success Stories

City of Hurst, Texas

Goal: Using digital tools to connect and inform citizens in time of need.

- **7th** most visited page on the website after the storm hit
- **30%** increase in traffic to storm page due to the govDelivery
- **400** newly-engaged email subscribers



There's no way we'd have as many visitors to our website if not for govDelivery.

- Shelly Klein, Customer Service Technologies Administrator for the City of Hurst

County of Hawai'i, Hawai'i

Goal: Launch a website that empowered each department and their end users to take ownership of their data and content.

- **5x** More page views
- **6** Subsites
- **20+** Departments



Our website has been a vital tool in connecting citizens with government departments.

- Director of the Department of Information Technology

City of Olathe, Kansas

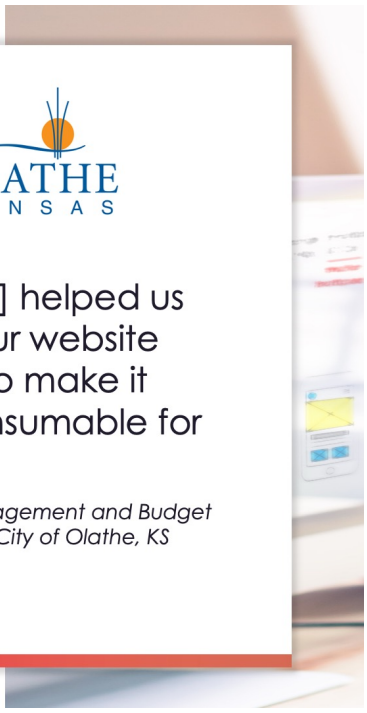
Goal: To make transparency a priority on its website.

- 12% Direct traffic increase
- 136% Visitor increase
- 51% Mobile users

OLATHE KANSAS

"[Granicus] helped us simplify our website content to make it easily consumable for citizens."

- Ed Foley, Management and Budget Services for the City of Olathe, KS



Silverthorne, CO

Goal: Establish a transparent, authentic community through communication while improving community engagement.

- 45%-52% newsletter open rate
- 72% engagement rate
- Greater flexibility in creating newsletters
- Improved consistency in messages to the community

SILVERTHORNE

"The newsletters [using govDelivery] have been the perfect way to make sure everything we do is centered on our residents first and foremost and establishes transparent communications."

– Kristina Nayden, Marketing Manager, Silverthorne, Colorado



King County, Washington

Goal: *Generating high-profile media coverage through informed communications data.*

220+ reports on King County's media list

33% engagement on new press releases

31% increase in press release site traffic since data usage



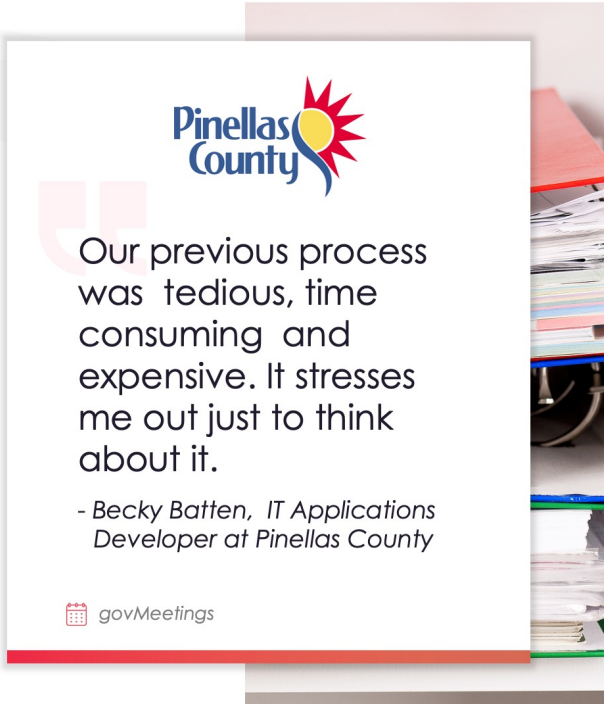
Pinellas County, Florida

Goal: Automated meeting and agenda preparation.

75% Reduction in agenda item approval time

100% Reduction in paper required for meetings

3 Weeks approval time



San Jose, California

Goal: Less paper and less staff time needed for organizing.

- **3X** number of online applications
- **2X** number of appointments
- Fewer filling cabinets (14 down to 1)



CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

"Once we started using Granicus, we saw an enormous increase in the number of applicants to our citizen boards… And, importantly, the pool of applicants was more diverse and representative of the city."

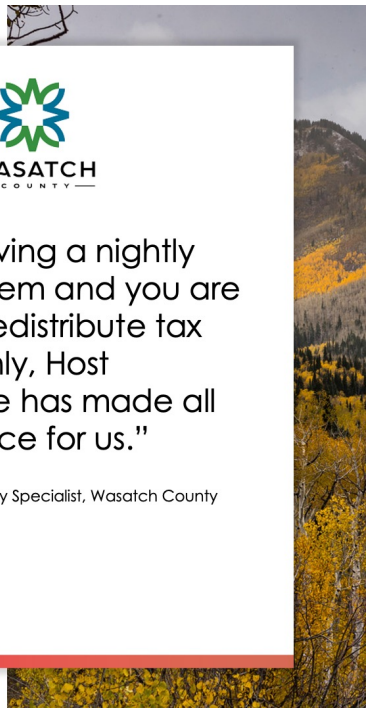
- Anh Tran, Deputy Clerk

govMeetings

Wasatch County, Utah Assessor's Office

Goal: Implement a modern digital solution to assess nightly rental properties accurately and more efficiently.

- 50% reduction in research process times
- $1.8M tax dollars to be redistributed
- 350 non-compliant properties identified
- Realized a reduced tax rate for all taxpayers



WASATCH COUNTY

"If you're having a nightly rental problem and you are looking to redistribute tax dollars evenly, Host Compliance has made all the difference for us."

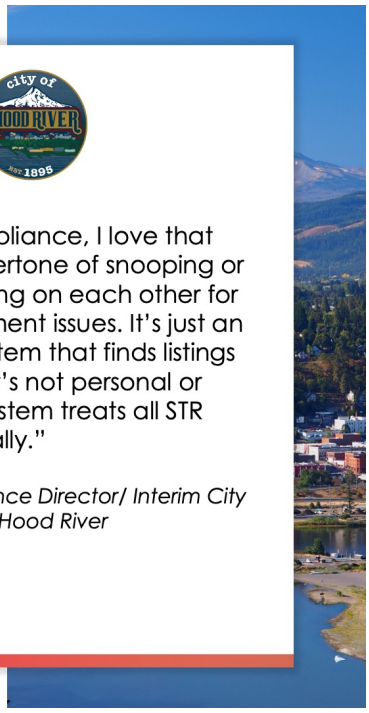
– Linnea Stanley, Primary Specialist, Wasatch County Assessor's Office

Host Compliance

Hood River, Oregon

Goal: A solution to rein in the STR listings and prevent housing costs from skyrocketing, while continuing to accommodate tourists and STR operators and preserving the unique character of the city.

- 95% Address identification
- 100% Revenue covered costs
- 0 New employees required



With Host Compliance, I love that there's no undertone of snooping or neighbors tattling on each other for code enforcement issues. It's just an automated system that finds listings via search, so it's not personal or invasive. The system treats all STR operators equally."

— Will Norris, Finance Director/ Interim City Manager, City of Hood River

HOST COMPLIANCE

Milwaukee County, WI

Goal: Streamline park permit process with automated services in the MyCounty Portal, powered by govService

- 4 paper applications rolled into one online process
- 50% less time to complete automated application
- 60-90 minutes savings in staff time per application
- Increased accuracy by capturing event data in one place



We're using technology to connect citizens directly to the services and forms they need. I don't have to personally send a PDF. That's allowing us to help them break down those doors to actually get what they need. I think that's an awesome thing."

- Davina Anderson, Special Events Manager, Milwaukee County Parks Department

govService



GRANICUS

Empowering Modern Digital Government

Value Added Products and Services

Section 5 – Value Added Products and Services

D. Value Added Products/Services (10 points)

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

Granicus Experience Group (GXG) and Experience Services

Granicus differentiates itself by embedding strategic support directly into our platform through the **Granicus Experience Group (GXG)** and **Experience Services**. These services are included with every edition of **Service Cloud**, **Engagement Cloud**, and **Operations Cloud**, and are designed to accelerate digital transformation and ensure long-term success.

Key components include:

- **Dedicated Experience Partners**: Strategic advisors who serve as the primary point of contact for each agency, guiding implementation, optimization, and continuous improvement.
- **GXC Services Catalog**: A curated library of expert-led workshops, training, and consulting engagements, redeemable via a flexible credit system.
- **Program Reviews**: Biannual or quarterly strategic performance reviews to assess outcomes and identify opportunities for growth.
- **Enablement & Training**: In-person and virtual training, best-practice workshops, and access to knowledge libraries to build internal capacity.
- **24/7 Technical Support**: Including live incident response for critical issues.

This model ensures that agencies are not only equipped with powerful technology but also with the strategic guidance and expertise needed to maximize its impact.

Government Experience Insights (GXI)

GXI is Granicus' next-generation analytics and intelligence layer. It provides real-time, actionable insights into resident engagement, service performance, and satisfaction across the GXC platform. With GXI, agencies can:

- Benchmark performance across departments and jurisdictions
- Visualize engagement trends and service bottlenecks
- Identify opportunities for proactive outreach and service improvement
- Support data-driven decision-making at both operational and executive levels

GXI transforms raw data into strategic intelligence, helping agencies continuously refine their digital services and engagement strategies.

Government Experience Agent (GXA)

GXA is an AI-powered assistant designed to enhance both resident and staff experiences. It supports:

- **Resident-facing automation**: Guiding users through complex service journeys, surfacing relevant content, and answering common questions.
- **Staff enablement**: Assisting internal teams with workflow automation, task routing, and decision support.
- **Personalized interactions**: Using behavioral and contextual data to deliver the next best action or message.

GXA is built to reduce friction, increase efficiency, and deliver more human-centered digital experiences at scale.

2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.

Not applicable.

3. Describe any equipment reconditioning and recertification offerings.

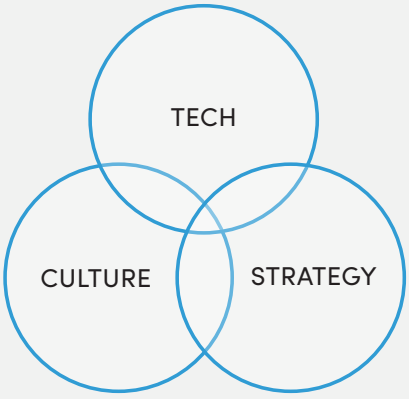
Not applicable.

Granicus Experience Group

Better Government Experiences, **Delivered.**



Three facets of a successful digital transformation:



Technology alone can't thrive without strategy.

You need a strategy to guide what to do, when to do it and how to say it, plus the data to back it up.

Your team also needs to develop an agile **culture**, ready to grow and change how things are done.

Offering expert guidance and support for your digital initiatives

We believe government can set a NEW standard for digital experiences. To make our online worlds more intentional, more connected, and more human. To create more equitable access for your whole community. But such meaningful experiences require more than the right technology.

The Granicus Experience Group (GXG) is our in-house digital agency. We use human-centered practices and a design-thinking approach to help governments better connect with the people they serve.

Your challenges, our services

You need to deliver results but don't know where to start.

Workshops: Our custom, collaborative Experience Center workshops can help your team solve complex problems and enable progress toward achievable goals.

You're responsible for a results-driven initiative.

Strategy and Program Planning: We design, develop and manage sophisticated programs to enhance the constituent experience across your owned channels.

Reporting: We analyze data throughout the program to discover meaningful insights around audience segmentation and message optimization.

Your team doesn't have the skills or bandwidth needed to tackle specific program goals.

Creative and Content: Leverage our digital content writing expertise like an extension of your own team for creating email or text messages, website content, graphics, videos, and more.

Training: Build up the skills of your own team with custom curriculums covering best practices for digital programs.

Virtual Experiences Centers



Our collaborative workshop approach offers **customized private workshops**, with facilitation to help your team:

- Build a digital transformation roadmap
- Develop audience personas
- Map a current state process and identify pain points
- Plan a content calendar
- Develop a governance process

> "Thanks for taking the farmer's perspective, as it (oddly) gets lost in the shuffle."
>
> - Experience Center participant

The facilitator will design a custom set of design thinking activities for your team. Using what they know, your team will identify your audiences, find pain points, develop solutions or gain alignment.

At the end of your workshop, you will have a set of custom takeaways to continue discussions and plan next steps.

Get inspired

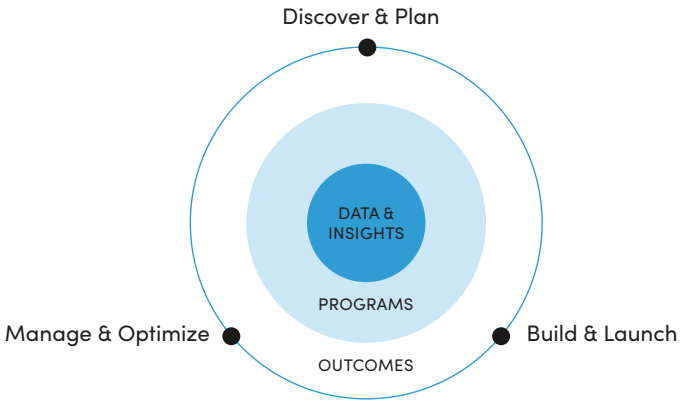
See more customer successes

Our Approach

GXG follows an agile, flexible, and repeatable process that fuels digital and organizational transformation year-over-year.

We use data and insights to define an optimal communications experience, then we build and launch that experience, helping you mature your communications and programs over time.

Our multi-disciplinary core team will work side-by-side with you, as an extension of your team, to achieve your mission.



Case Study: Cover Virginia; Virginia's Medicaid, FAMIS

COVER VIRGINIA
Connecting Virginians to Affordable Health Insurance

Challange

In May 2018, Virginia lawmakers expanded Medicaid health care options to close to 400,000 newly eligible adults statewide.

Solution

Create a digital outreach program with information on how to apply for coverage, eligibility guidelines and what to expect during the application process via email and text.

Outcome

Department of Medical Assistance Services saw a direct correlation between communications efforts and enrollment.

250K	400K	117K
Adults enrolled 2019	Adults enrolled 2020	Subscribers

Government Experience Cloud

Introducing Experience Services

Transforming Government with Strategic Services That Deliver Outcomes



Government Experience Cloud (GXC) from Granicus is a full-service partnership. With every GXC solution, your agency gains built-in **Experience Services** designed to ensure success in implementation and partnership long after go-live.

Why Experience Services Matter

Selecting the right technology is only the start of delivering exceptional government services. Unlike traditional vendors, Granicus embeds proactive professional services that solve critical challenges:

- **Staff turnover and skill gaps?** We help train and upskill.
- **Lack of internal alignment?** We drive cross-team cohesion.
- **Disconnected point solutions?** We unify your experiences.
- **Internal and external organizational changes?** We simplify compliance updates for new state and local requirements and support change management.
- **Slow ROI realization?** We accelerate time to value and maximize returns.

> "Technology alone won't improve government. It's the strategic partnership that turns tools into impact."

– Jerome Keene, Senior Planner, City of Delano, CA

What's Included with Experience Services?

Granicus' Experience Services team acts as an extension of your agency staff, featuring technical, strategic, and operational experts bringing best practices from decades of public sector experience. We've evaluated the services we've provided to hundreds of customers to give you access to the expertise that will drive the outcomes your staff and your constituents need.

- **Designated Experience Partner (XP):** Your strategic advisor across implementation and beyond.
- **Services Catalog:** A curated suite of expert-led consulting, trainings, and best practices available to you on day one of your go-live.
- **Elevated Technical Support:** Tailored assistance, performance reporting, and higher Service Level Agreements (SLAs) based on your needs.

Driving Real Results: How Experience Services Take the Anxiety out of Meaningful Digital Transformation

People-Centered Gains

- Rapid staff enablement & upskilling
- Greater job satisfaction
- Stronger internal ownership of outcomes
- Easier recruitment & retention

Process Efficiency

- Faster, smoother project delivery
- Reduced risk of failure
- Maximized return on investment (ROI)

Organizational Alignment

- Shared goals across teams
- Elimination of siloed execution
- Unified vision for digital transformation

Ready to Deliver Better Experiences to Your Community?

Choose GXC with Experience Services
Integrated, Impactful, Included.

Contact us

Experience Services are...

Included in every GXC solution

- **Tailored Implementation:** Customized setup to meet your specific needs.
- **Best Practices Library:** Access to a wealth of knowledge and proven strategies to target challenging areas.

Guided by an Experience Partner

- **Strategic Services:** Assistance with form design, agenda processes, video production and engagement, website architecture, campaign management, communications strategy, and workflow optimizations.

Accessed via annual service credits

- **Expert-Led Training:** Live, on-demand, and on-site sessions to upskill your team.

Supporting evolving needs

- **Boost Tech ROI:** Increase use, adoption, and ROI of investments.
- **Legal Compliance:** Adapt and align to changing fed, state, and local law.
- **24/7 Support Coverage:** Always available to address your critical concerns, including direct routing to live support specialists.

Government Experience Cloud

Government Experience Insights (GXI) Foundations

Objectively measure and benchmark sentiment and customer experience across audiences and community segments.



The Challenge

Public sector audiences are complex, made up of many different stakeholders with varying — and sometimes competing — priorities. Most governments often hear from a small, engaged group and use traditional methods to capture point-in-time feedback. However, these methods often fail to represent the evolving needs of the entire community and don't provide the insights required for meaningful decision-making.

Imagine If You Could...

- **Capture community feedback across the digital journey:** Gather real-time input at every stage with methods tailored to the context of each resident interaction, reducing lag time between feedback and action.
- **Understand public sentiment:** Analyze community attitudes to uncover opportunities and drive initiatives that foster transparency, participation, and digital transformation.
- **Measure and benchmark key metrics:** Evaluate performance across critical areas such as service delivery, digital maturity, trust, and public satisfaction.
- **Enhance engagement strategies:** Improve response rates, increase transparency, and gain the insights needed for human-centered innovation and community understanding.
- **Apply industry-leading methodology:** Use scientific methodologies and standardized data collection techniques developed through a decade of collaboration with governments and domain experts.

Good public agencies ask for pulse checks. Great ones act on them.

Features

- Scientific research method
- Themed question bank
- Embeddable tools
- Aggregated, anonymized participation
- Real-time contextual insights
- Performance dashboard

Transform insights into meaningful action

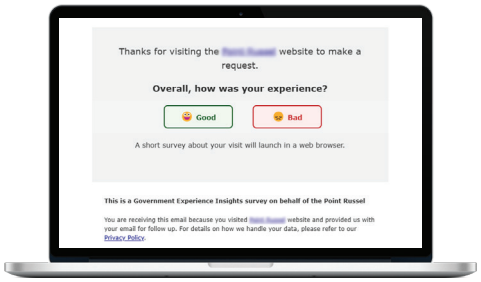
Granicus' GXI Foundations turns every website visit into an opportunity to gather valuable community insights. Leveraging intuitive, contextual engagement, coupled with research-backed questions and methodologies, GXI Foundations objectively measures critical success indicators — like community satisfaction and quality of life — to help local government leaders make decisions and track impact.

With Granicus you can...

- **Improve performance with real-time insights:** Key service delivery, digital maturity, trust, and public satisfaction themes ensure you're measuring what matters most.
- **Reduce the cost and manual collection of insights:** Identify and prioritize efficiency and optimization strategies while reducing the costs in time and resources spent on manual data collection and analysis.
- **Respond faster to constituent needs and feedback:** Always on, at-scale engagement ensures decisions are grounded in up-to-date public sentiment, not outdated assumptions.
- **Make a greater impact on the community:** Sentiment and demographic data ensure your initiatives drive meaningful outcomes across the entire community.

Why GXI Foundations?

- ✔ **Always-on, rapidly deployed measurement** across key themes.
- ✔ **Proven research methodologies**, backed by a decade of expertise.
- ✔ **Rich community segmentation** and analysis.
- ✔ **Effectiveness benchmarks** to compare performance with peers.



Initial results from an early adopter

6,720

projected CX & sentiment touchpoints based on an average of 140 submissions per week.

95%

of survey participants opted in to further surveys.

3 of 4

participants shared most, if not all, demographic data.

Ready to get started?

Get GXI Foundations for your local government.

Contact us



GRANICUS

Empowering Modern Digital Government

Required Documents

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Granicus, LLC.

Address 1152 15th Street NW, Suite 800
Washington, DC 20005

Phone (800) 314-0147

Fax N/A

Contact

DocuSigned by:
Brendan Stierman
8E342585D3714DF...
Signature

Brendan Stierman
Printed Name

Sr. Manager, Contracts
Position with Company

Official Authorizing Proposal

DocuSigned by:
5F5F7560E29F49B...
Signature

Jordan Copland
Printed Name

CFO / President
Position with Company

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Version April 10, 2024

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

CERTIFICATE OF INTERESTED PARTIES

Meeting Date: 03/10/2026 Item #12.

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1321905

Date Filed:
06/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Granicus LLC
Washington, DC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP # 25-5940
Competitive Solicitation by Region 14 Education Service Center for Software and SaaS Solutions - RFP # 25-5940

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jordan Copland, and my date of birth is 04/03/1962.

My address is 130 Fifth Avenue (street), Norwood (city), NJ (state), 07648 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bergen County, State of New Jersey, on the 16th day of June (month), 2025 (year).

DocuSigned by:
Jordan Copland
6F5F7560E29F49B...

Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jordan Copland, as an authorized representative of

Granicus, LLC., a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:
5F5F7560E29F49B...

6/16/2025

Signature of Named Authorized Company Representative — Date

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DS Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DS Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DS _____Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DS

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DS _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES BS _____Initials of Authorized Representative of offeror

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Granicus, LLC.

Address, City, State, and Zip Code:
1152 15th Street NW, Suite 800, Washington, DC 20005

Phone Number: (800) 314-0147 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Jordan Copland, CFO / President

Email Address:
contracts@granicus.com

Signature of Authorized Representative: DocuSigned by: 5F5F7560E29F49B... Date: 6/16/2025

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
5F5F7560E29F49B...

Signature of Contractor's Authorized Official

Jordan Copland CFO

Name and Title of Contractor's Authorized Official

6/16/2025

Date

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

a. Standard. All recipients, subrecipients, successors, transferees, and [illegible] and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

Contractor also acknowledges that if it makes, or causes to me made, claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Granicus, LLC

Address, City, State, and Zip Code:
1152 15th Street NW, Suite 800

Phone Number: (800) 314-0147 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Jordan Copland, CFO/President

Email Address: contracts@granicus.com

Signature of Authorized Representative: DocuSigned by: 5F5F7560E29F49B...

Date: 6/16/2025

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Granicus, LLC.

Organization Address: 1152 15th Street NW, Suite 800, Washington, DC 20005

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
GovDelivery Holdings, LLC. 100% owner	251 Little Falls Drive Wilmington, DE 19808

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Wildebeest Intermediate, LLC, 100% owner of GovDelivery Holdings LLC	251 Little Falls Drive Wilmington, DE 19808

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Granicus, LLC***. is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Granicus Contracts*** to notify the ***Granicus Contracts*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Granicus Contracts*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jordan Copland	Title:	CFO / President
Signature:	DocuSigned by: 5F5F7560E29F49B...	Date:	6/16/2025

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Type text here

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

NON-COLLUSION AFFIDAVIT

State of Minnesota
County of Ramsey ss:

I, Jordan Copland (name of affiant) residing in Norwood (name of municipality)
in the County of Bergen and State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:

I am CFO (title or position) of the firm of Granicus, LLC. (name of firm)

the bidder making this Proposal for the bid entitled Competitive Solicitation by Region 14 Education Service Center for Software and SaaS Solutions - RFP # 25-5940, and that I executed the said proposal with (title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the N/A (name of contracting unit) relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by N/A.

Subscribed and sworn to

before me this day

Signed by: F332BB022685435...
Signature

June 17.00, 2025

Jordan Copland
(Type or print name of affiant under signature)

DocuSigned by: 6A59B95...
Notary public of

My Commission expires 01/31/2028

(Seal)

THE GREAT SEAL OF THE STATE OF MINNESOTA L'ETOILE DU NORD 1858

BETH A PROKOP
NOTARY PUBLIC
My Commission Expires 1/31/2028

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Granicus, LLC.

Street: 1152 15th Street NW, Suite 800

City, State, Zip Code: Washington, DC 20005

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/16/2025

DocuSigned by:
5F5F7560E29F49B...

CFO / President

Date ***Authorized Signature and Title***

Version April 2, 2025

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:
5F5F7560E29F49B...

Signature of Procurement Agent

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Granicus, LLC.		
Address:	1152 15th Street NW, Suite 800		
City:	Washington	State: DC	Zip: 20005

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:
5F5F7560E29F49B...

Signature	Jordan Copland	CFO / President
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	$ N/A

☐ Check here if the information is continued on subsequent page(s)

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: GovDelivery Holdings, LLC. 100% owner Home Address: 251 Little Falls Drive Wilmington, DE 19808	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 17.00 day of June, 2025

DocuSigned by:
Beth A. Prokop
6A59B9F1ECF1479...
(Notary Public)

My Commission expires: 01/31/2028

Signed by:
F332BBC(2d5[illegible]
(Affiant)

Jordan Copland CFO
(Print name & title of affiant)

(Corporate Seal)

BETH A PROKOP
NOTARY PUBLIC
My Commission Expires 1/31/2028

Version April 2, 2025

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Competitive Solicitation by Region 14 Education Service Center for Software and SaaS Solutions - RFP # 25-5940

VENDOR NAME: Granicus, LLC.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

_____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

DocuSigned by:
Jordan Copland
5F5E7560E29F49B...
Signature

6/16/2025
Date

Jordan Copland CFO / President
Print Name and Title

DPP Rev. 12.13.2021

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

DocuSigned by:
Jordan Copland
5F5F7560E29F49B...

Signature of Vendor's Authorized Representative

6/16/2025

Date

Jordan Copland CFO / President

Print Name and Title of Vendor's Authorized Representative

41-1941088

Vendor's FEIN

Granicus, LLC.

Vendor's Name

(800) 314-0147

Vendor's Phone Number

1152 15th Street NW, Suite 800

Vendor's Address (Street Address)

N/A

Vendor's Fax Number

Washington, DC 20005

Vendor's Address (City/State/Zip Code)

contracts@granicus.com

Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GRANICUS, LLC
Trade Name:	
Address:	408 SAINT PETER ST STE 600 SAINT PAUL, MN 55102-1122
Certificate Number:	2251037
Effective Date:	July 11, 2018
Date of Issuance:	June 10, 2025

For Office Use Only:

20250610184834383

Return

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jordan Copland Title: CFO / President

Signature: DocuSigned by: 5F5F7560E29F49B... Date: 6/16/2025

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

Rev. 11/11

ATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

Meeting Date: 03/10/2026 Item #12.

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
41-1941088	☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	2135

4. COMPANY NAME: Granicus, LLC

5. STREET	CITY	COUNTY	STATE	ZIP CODE
1152 15th Street NW, Suite 800	Washington		DC	20005

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
GovDelivery Holdings	Wilmington	DE	19808

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 0

10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE
Region 14 ESC	Abilene		TX	79605

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********* MALE**********					********FEMALE********					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	195	114	81	4	10	0	5	93	5	2	0	8	63
Professionals	496	255	241	23	24	1	23	184	18	23	1	22	177
Technicians	6	6	0	2	0	0	0	4	0	0	0	0	0
Sales Workers	151	93	58	8	11	1	1	72	5	7	1	1	44
Office & Clerical	69	44	25	7	10	0	1	26	3	3	0	0	19
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	917	512	405	44	55	2	30	379	31	35	2	31	303
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: 10/16/2023 To: 10/31/2023

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Jordan Copland		CFO / President	06	16	2025

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
1152 15th Street NW, Suite 80(	Washington		DC	20005	800 - 314 - 0147

Docusign Envelope ID: AB883F7D-848B-405C-9C4E-B281458ABCB0

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Competitive Solicitation by Region 14 Education Service Center for Software and SaaS Solutions - RFP # 25-5940

VENDOR NAME: Granicus, LLC.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

DocuSigned by:
Jordan Copland
5F5F7560E29F49B...
Signature

6/16/2025
Date

Jordan Copland CFO / President
Print Name and Title

DPP Rev. 12.13.2021

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: City Commission

VIA: Tedra Allen

FROM: Alex Ray DATE: 3/10/2026

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Non-Departmental	City Clerk
Account Description	Contingency	Professional Services
Account Number	001-190-599000-519	001-120-531100-510
Amount to be Transferred ($)	$864.00	$864.00

This Transaction	All Funds Cumulative FY 26 YTD	2.5% Limit Based on FY 26 Adopted Budget
$864.00	$24,095	$3,176,774

REASON:

To fund via contingnecy funds a budget shortage of $864 for Granicus LLC to provide software and SaaS Solutions to The City.

Total appropriations of this fund is NOT changed by this budget amendment.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

03/04/2026	JOURNAL REGISTER FOR CITY OF COOPER CITY				
JE #: 12911 to 12911					
Posted and Unposted Journal Entries					
Journal Number	Date	JNL	Description	User	
GL Number	Description			DR	CR
12911	02/27/2026	BA	FUND CUSTODIAL SUPPLIES IN 950	MNadeau	
NOT POSTED		Approval Level: DEPT HEAD			
450-950-535120-536	SUPPLIES-CUSTODIAL				2,500.00
450-950-531100-536	PROFESSIONAL SERVICES			2,500.00	
				2,500.00	2,500.00
			Total:	2,500.00	2,500.00

02/03/2026 JOURNAL REGISTER FOR CITY OF COOPER CITY
Post Dates: 10/01/2025 to 02/03/2026
Posted and Unposted Journal Entries

Journal Number	Date	JNL	Description
GL Number	Description		
12591	10/01/2025	BA	MOVE LASERFICHE BUDGET FROM 190 TO 170
POSTED BY TGranit		Approval Level: JE APPROVED	
001-170-534410-519	MAINTENANCE-CONTRACTS		
001-190-534410-519	MAINTENANCE-CONTRACTS		
12713	12/01/2025	BA	FUND 165 PUBLIX GIFT CARDS W 3% DISCOUNT
POSTED BY IWilliams		Approval Level: JE APPROVED	
001-190-532481-519	PUBLIC RELATIONS		
001-110-532401-512	TRAVEL & PER DIEM		
001-140-532482-513	ANNUAL EVENTS		
12828	01/01/2026	BA	FUND MDFM FOR ACFR IN GRAVITY
POSTED BY TGranit		Approval Level: JE APPROVED	
001-170-534410-519	MAINTENANCE-CONTRACTS		
001-190-599000-519	CONTINGENCY		

Total:

User	DR	CR
MNadeau		
		6,400.00
	6,400.00	
	6,400.00	6,400.00
MNadeau		
		8,002.50
	3,500.00	
	4,502.50	
	8,002.50	8,002.50
MNadeau		
		8,828.00
	8,828.00	
	8,828.00	8,828.00
	23,230.50	23,230.50

CITY COMMISSION STAFF REPORT

DEPARTMENT: Finance

DATE: March 10, 2026

SUBJECT: Motion to approve additions to the Surplus Property Auction/Disposal List. - **Finance**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of the additions to the Surplus Property Auction/Disposal List.

BACKGROUND OF ITEM:
As part of the City's ongoing asset management efforts, staff conducted a thorough review of City-owned equipment to identify items that are no longer functional, no longer needed for operations, or have exceeded their useful life. This review discovered several computers and related technology equipment that have been replaced with newer systems and are now obsolete for City departments.

These computers, although no longer suitable for City operational needs, still function and can offer value in an educational setting. Consistent with the City's commitment to responsible management of public assets and community support, staff recommends that these items be declared surplus and donated to a public high school in the Bahamas. The school has indicated a need for technology resources to enhance classroom instruction and student learning, and the donation will prolong the equipment's useful life while supporting educational growth abroad.

Cooper City Code of Ordinances section 2-202 requires that surplus personal property be disposed of according to procedures set by the City Manager, which include sale, trade-in, transfer to another government agency, donation to a charitable organization, or disposal if the property has no remaining value.

Pending Commission approval, the City will proceed with donating the identified computers to the public high school in the Bahamas in accordance with Surplus Property Policy #08-006.

ANALYSIS:
Declaring these items as surplus supports efficient asset management and guarantees the responsible disposition of outdated equipment. Key benefits include:

- **Operational Efficiency –** Removing outdated technology reduces clutter, enhances workspace organization, and ensures staff depend on current, reliable equipment.
- **Cost Management –** Retaining outdated equipment leads to unnecessary storage and maintenance costs. Eliminating these surplus items reduces those expenses.
- **Resource Allocation** – Freeing storage space allows the City to better manage current and future inventory needs.
- **Community Benefit –** Donating functional but outdated computers offers valuable support to a public high school in the Bahamas, improving educational opportunities for students.
- **Safety and Compliance –** Properly disposing of end-of-life equipment ensures adherence to safety standards and minimizes risks related to storing outdated electronics.

Priority 1 – Financially Sustaining Someplace Special – The responsible management and disposition of surplus assets supports long-term financial sustainability and ensures the City's resources are used efficiently and effectively.

PROCUREMENT:
Sec. 2-258(f) Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process.

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Surplus Property Policy #08-006
2. List of Property to be added to the Surplus Property List

SUBJECT	SURPLUS PROPERTY POLICY
POLICY #	08-005
Issued Date	September 2, 2020
City Manager Approval	

PURPOSE: To establish procedures for property disposing of surplus property.

POLICY & PROCEDURE: Personal property is a property that is movable and is not affixed to or associated with the land and includes equipment, materials, supplies, furniture, cars/struck, and other vehicles owned by the City.

Surplus Personal Property: Surplus personal property is a property that is owned by the City which has become obsolete, which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be disposed of in accordance with procedures established by the City Manager (including through a public auction by internet or other means, sale, trade-in, transfer to other governmental agency or to a charitable organization, or if no value, discarded), so long as the personal property has been declared surplus by a resolution of the City Commission. Personal property acquired by the City pursuant to government grant programs shall only be disposed of in accordance with procedures and criteria which are in conformity with any applicable grant restrictions.

Real Property: Real Property means lands and buildings or structures affixed to lands, owned by the City.

Surplus Real Property: Any surplus real property owned by the City that is no longer needed for City purposes may be disposed of in accordance with property disposal criteria (which shall include solicitation of sealed bids, and/or a request for proposals and/or other competitive or negotiated disposition processes) which is established by resolution of the City Commission, once such real property is declared to be surplus property by resolution of the City Commission. Real property acquired by the City pursuant to government grant programs shall only be disposed of in accordance with procedures and criteria which are in conformity with any applicable grant restrictions.

Policy: Cooper City Code of Ordinances Section 2.02, Sale of Property in City's Possession Generally, requires that the City dispose of its surplus personal property in accordance with procedures established by the City Manager (including through a public auction by internet or other means, trade-in, transfer to other governmental agency or to a charitable organization, or if no value, discarded), so long as the personal property has been declared surplus by a resolution of the City Commission.

METHODS OF DISPOSAL AND PROCEDURES:

1. **Public Auction**

When items are determined to no longer be useful to the City, and are declared surplus by resolution of the City Commission, but may still be of value to others, disposition by way of a public auction is the preferred method of disposal. Procedures for disposing of items by public auction are:

a. The Purchasing Division distributes a request to each department for a detailed list of surplus items that include quantity, description, asset tag number, serial number, VIN, condition, etc. of all items it wishes to dispose of by means of a public auction.
b. The Purchasing Division add all items to a Master Surplus Auction List and verifies they are present and accounted for.
c. The Purchasing Division reviews each list submitted to determine if enough surplus items exist to warrant conducting an auction.
d. If an auction will be conducted, the Purchasing Division solicits proposals from qualified auctioneers, unless a multiyear contract for auction services is in place.
e. After receipt of proposals from qualified auctioneers, a selection committee evaluates and ranks the proposals at a publicly noticed meeting and selects an auction firm.
f. The Purchasing Division, with the approval of the City Manager, submits the Master Surplus Auction List to the City Commission to formally declare the items surplus by resolution.
g. The using department maintains the items in a secure storage area designated only for surplus items.
h. The Purchasing Division organizes a schedule and informs the departments when the designated auctioneer will visit to tag the items for sale and subsequently transfer the items to the auction location, if not handled on-site by the auctioneer.
i. The Purchasing Division ensures proper advertisement and notice of the surplus auction.
j. When a live auction is held, a representative of the Purchasing Division will be present. Online auctions will be monitored by the Purchasing Division remotely.
k. The auctioneer submits copies of the sales receipts to the Purchasing Division at the conclusion of the auction.
l. The auctioneer issues payment to the City within fifteen (15) working days from the date the auction is held and provides the City with a composite list that includes the inventory item, tag number, sales price, and winning bidder.

2. **Open Competitive Bidding**

Open competitive bidding may be used when the City Manager determines it is not in the best interest of the City to dispose of an item by public auction. To dispose of some or all of its surplus/obsolete goods by open competitive bidding, the department must submit a complete description of the item(s) for sale and a statement of the condition of the goods (i.e., excellent, good, fair, poor) to the Purchasing Division. A memo requesting the Purchasing Division to proceed with the advertising and subsequent sale of surplus/obsolete goods must accompany the list. If open competitive bidding is approved by the City Manager, the Purchasing Division will solicit

sealed bids for the sale of these items. A bid opening report will be prepared by the Purchasing Division and presented to the appropriate department for disposition to the awarded bidder.

3. **Direct Sale**

Disposal by direct sale may be used for specialized pieces of equipment and must be recommended to the City Manager by the using department. The department must provide a detailed explanation that includes reasons for why the direct sale method is a better financial option for the City than sale at public auction or by open competitive bidding.

If a direct sale is approved by the City Manager, the department will contact the Purchasing Division to facilitate the sale of the asset. The Finance Department will create an invoice for the sale, and a copy of the paid receipt will be sent to the Purchasing Division and department for retention purposes.

4. **Trade**

The trade method of disposal may be used when an existing item will be directly replaced by a like item. Trade shall be used when sale by public auction or competitive bidding is not determined to be in the best financial interest of the City.

5. **Gifting**

The City may gift or donate items (typically to another governmental entity or not-for-profit agency). If this method is used, the department shall provide a written justification for the donation to the City Manager that includes a full description of the item, its current value, and the agency to be donated to.

If approved by the City Manager, the department shall write a donation letter to the benefice for record retention purposes. A copy of the donation letter shall be sent to the Finance Director and Purchasing Division.

6. **Scrap/Direct Disposal or Damaged/Obsolete Items**

Items may be scrapped or directly disposed of when they are damaged, no longer usable (obsolete), and no longer have resale potential. These items often include broken furniture, office equipment, technology, etc.

If approved by the City Manager, and the

a. Depreciated value of the item is $1,000 or less, disposal is authorized by the department director unless the item is technical in nature. All technology items shall include a memo pre-authorizing disposal of the items by the IT Manager and the item MUST have already been declared surplus by resolution of the City Commission, or;
b. Depreciated value of the item is $1,000 or more, the department director must send a written request to the City Manager requesting authorization to dispose of the item in this manner. The item MUST have already been declared surplus by resolution of the City Commission.

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEA FY26	FY27	FY28	FY29	FY30	Notes
Community Development	OptiPlex 7020	B1LQZ44	Dell Desktop	S Lopez	11/23/2024	11/22/2029					1	
Community Development	Latitude 5310	6CQK863	Dell Notebook	S Lopez *CARES*	11/4/2020	11/3/2025						Purchased with CARES ACT Funds
Community Development	OptiPlex 7050	6W22RP2	Dell Desktop	T Markley	5/14/2018	5/13/2023	1					
Community Development	Latitude 3510	F1GC763	Dell Notebook	T Markley *CARES*	11/4/2020	11/3/2025						Purchased with CARES ACT Funds
Community Development	Latitude 3510	61GC763	Dell Notebook	R Sera *CARES*	11/6/2020	11/5/2025						Purchased with CARES ACT Funds
Community Development	OptiPlex 7010	JF35SY3	Dell Desktop	R Sera	9/20/2023	9/18/2028			1			
Community Development	Latitude 3510	CKXQY93	Dell Notebook	D Chinsang	3/17/2021	3/16/2026	1					Purchased with CESF Funds
Community Development	Latitude 3510	BKXQY93	Dell Notebook	D Dunshee	3/17/2021	3/16/2026	1					Purchased with CESF Funds
Community Development	OptiPlex 7000	34FY9R3	Dell Desktop	C Valerio	10/4/2022	10/3/2027			1			
Community Development	Latitude 3510	91GC763	Dell Notebook	C Valerio **CARES**	11/4/2020	11/3/2025						**Previously FIN-IL2**Purchased with CARES ACT Funds
Community Development	OptiPlex 7010	BP65SY3	Dell Desktop	Z Khedaru	9/21/2023	9/19/2028			1			
Community Development	OptiPlex 7020	G0LQZ44	Dell Desktop	R Llamera	9/24/2024	9/24/2029				1		
Community Development	Latitude 5310	2CQK863	Dell Notebook	R Llamera *CARES*	11/18/2020	11/17/2025						Purchased with CARES ACT Funds
Community Development	OptiPlex 7000	14FY9R3	Dell Desktop	IN3	10/4/2022	10/3/2027			1			
Community Development	Latitude 3510	9KXQY93	Dell Notebook	V Blanco *CESF*	3/17/2021	3/16/2026	1					Purchased with CESF Funds
Community Development	OptiPlex 9020	40MT942	Dell Desktop	T Hudson	3/16/2015	3/14/2020						Moved to BLD from COM
Community Development	Latitude 5310	3CQK863	Dell Notebook	T Hudson *CARES*	11/20/2020	11/19/2025						Purchased with CARES ACT Funds
Community Development	Latitude 5310	8CQK863	Dell Notebook	J. Hassenplug	11/20/2020	11/19/2025	1					Purchased with CARES ACT Funds
Community Development	Latitude 3510	71GC763	Dell Notebook	J Chockley *CARES*	11/6/2020	11/5/2025						
Community Development	Precision 3450	HMTH2G3	Dell Desktop	J Chockley	8/26/2021	8/25/2026	1					
Community Development	OptiPlex 7000	8R1LXP3	Dell Desktop	IN 4	10/4/2022	10/3/2027			1			
Community Development	OptiPlex 7010	9X95SY3	Dell Desktop	IN 2	10/4/2023	10/2/2028				1		
Community Development	OptiPlex 7010	8R65SY3	Dell Desktop	A Guess	9/20/2023	9/19/2028			1			
Community Development	Latitude 5310	5CQK863	Dell Notebook	Z Khedaru *CARES*	11/20/2020	11/19/2025						Purchased with CARES ACT Funds
Community Development	OptiPlex 7020	31LQZ44	Dell Desktop	C Vega	9/24/2024	9/24/2029				1		
Community Development	Latitude 3510	D1GC763	Dell Notebook	C Vega *CARES*	11/6/2020	11/5/2025						Purchased with CARES ACT Funds
Community Development	OptiPlex 7000	16JY9R3	Dell Desktop	IN1	10/4/2022	10/3/2027						
Community Development	OptiPlex 7020	30LQZ44	Dell Desktop	SS1	10/1/2024	10/2/2029						
Community Development	OptiPlex 7021	FWGQZ44	Dell Desktop	SS2	10/1/2024	10/2/2029						
Community Development Count					29		6	0	6	3	1	

211

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEAR FY26	FY27	FY28	FY29	FY30	Notes
Administration	OptiPlex 9020	2GBNKB2	Dell Desktop	A Rey	7/13/2016	7/12/2021						
Administration	Latitude 5300	CCQKLW2	Dell Notebook	A Rey	2/5/2020	2/3/2025	1					
Administration	Latitude 5550	4HS1G54	Dell Notebook	J McMahon	11/13/2024	11/12/2029					1	
Administration	Macbook AIR 15IN M2	L2R07D7561	Apple Laptop	XX **Currently with UT-MS**	9/22/2023	9/20/2028			1			
Administration	Macbook Pro 16-inch M3	GKQV9J7T77	Apple Laptop	M Cobelo	5/16/2024	5/15/2029				1		
Administration	Latitude 5310	BCQK863	Dell Notebook	M Cobelo *CARES*	11/19/2020	11/18/2025						Purchased with CARES ACT Funds *Use to be CLK-DL2*
Administration	OptiPlex 9020	5FRJQJ3	Dell Desktop	M Cobelo	10/24/2021	10/23/2026						
Administration Count					8		1	0	1	1	1	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEA FY26	FY27	FY28	FY29	FY30	Notes
City Clerk	OptiPlex 7000	6Q1LXP3	Dell Desktop	K Lopez	10/6/2022	10/5/2027						
City Clerk	Latitude 5340	JKPNKY3	Dell Notebook	K Lopez	11/22/2023	11/20/2028				1		
City Clerk	OptiPlex 7090	BGBBFF3	Dell Desktop	R Freeston	7/15/2021	7/14/2026	1					
City Clerk	Latitude 5310	HBQK863	Dell Notebook	R Freeston *CARES*	11/19/2020	11/18/2025						Purchased with CARES ACT Funds
City Clerk	OptiPlex 7090	BG97FF3	Dell Desktop	M Guifarro	7/15/2021	7/14/2026	1					
City Clerk	OptiPlex 7000	GP1LXP3	Dell Desktop	Clerk Register 1	10/6/2022	10/5/2027			1			
City Clerk	OptiPlex 7090	BGB5FF3	Dell Desktop	J Montoya	7/14/2021	7/13/2026	1					
City Clerk	Latitude 5310	9CQK863	Dell Notebook	J Montoya *CARES*	11/19/2020	11/18/2025						Purchased with CARES ACT Funds
City Clerk	OptiPlex 7000	FP1LXP3	Dell Desktop	T Allen	10/6/2022	10/5/2027						**Extend Warranty for two years**
City Clerk	Latitude 3510	C1GC763	Dell Notebook	T Allen *CARES*	11/4/2020	11/3/2025	1					Purchased with CARES ACT Funds
City Clerk Count					10		4	0	1	1	0	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEAR FY26	FY27	FY28	FY29	FY30	Notes
Human Resources	OptiPlex 9020	1K4GCZ1	Dell Desktop	C Berke	1/15/2014	1/14/2019						
Human Resources	Latitude 5310	4CQKB63	Dell Notebook	C Berke	11/4/2020	11/3/2025						
Human Resources	OptiPlex 7090	3X6WKM3	Dell Desktop	I Medina	1/24/2022	11/6/2027			1			
Human Resources	Latitude 3510	35SM463	Dell Notebook	I Medina	11/20/2020	11/19/2025						Purchased with CARES ACT Funds **Previously CM-LM2**
Human Resources Count					4		0	0	1	0	0	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In 5 year replacement
In Progress
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEAR FY26	FY27	FY28	FY29	FY30	Notes
Commission	Latitude 3590	J9F7YQ2	Dell Notebook	S Valmir	9/1/2018	8/31/2023						
Commission	OptiPlex 7040	GWZTKH2	Dell Desktop	S Valmir	6/22/2017	6/21/2022						**Swapped from Building (211) - Matt Wood**
Commission	OptiPlex 7050	8W6XXM2	Dell Desktop	XX Office	2/9/2018	2/8/2023						****Previously FIN-IL**Should be budgeted or purchased****
Commission	ThinkPad X1	ML0DLGS8	ThinkPad	R Schrouder	11/19/2020	11/18/2025	1					
Commission	Latitude 5320	9T18HG3	Dell Notebook	R Schrouder	10/15/2021	10/14/2026		1				
Commission	Surface Pro 10	24413M4	Microsoft Surface	J Smith	12/4/2024	12/3/2029					1	
Commission	Latitude 5550	2QMBQ34	Dell Notebook	J Curran **Computer name COM-JC Need 2*	12/4/2024	12/3/2029					1	
Commission	Latitude 5350	6RZGD14	Dell Notebook	J Katzman	4/23/2024	4/22/2029				1		
Commission	MacBook Pro 13	FVFXF2Q7HV29	Apple Notebook	L Mallozzi	11/18/2018	11/17/2023	1					
Commission Count					9		2	1	0	1	2	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEA FY26	FY27	FY28	FY29	FY30	Notes
IT/Finance	Precision 7510	2BTPRC2	Dell Notebook	IT-Zoom	10/26/2016	None						Repurposed from Finance (130) - Melianor*
IT/Finance	Precision 3620	86C2RD2	Dell Desktop	IT Dashboard	9/7/2016	None						*Use to be old Gate Control from PW*
IT/Finance	Precision 3620	DVMJQD2	Dell Desktop	IT Manager	8/24/2016	8/23/2021						Repurposed from Kfisher
IT/Finance	Precision 7510	HJTPRC2	Dell Notebook	IT - Presentation	10/26/2016	None						**Will not replace**
IT/Finance	Latitude 5310	JV2S663	Dell Notebook	JLopez *CARES*	10/29/2020	10/28/2025	1					Purchased with CARES ACT Funds
IT/Finance	OptiPlex 9020	4CTXP52	Dell Desktop	J Lopez	10/28/2015	10/28/2018						Repurposed from Administration (110) - Malvarez
IT/Finance	Latitude 5310	786K203	Dell Notebook	XX *CARES* IT Manager	8/16/2020	None						
Finance	Latitude 3520	7FBVSG3	Dell Notebook	E Beecher	12/7/2021	12/6/2026		1				**Previously HR-IM2**
Finance	Latitude 3510	G1GC763	Dell Notebook	M Nadeau *CARES*	11/4/2020	None						Purchased with CARES ACT Funds
Finance	OptiPlex 7080	BYN0ZC3	Dell Desktop	M Nadeau	4/20/2021	4/19/2026	1					
Finance	Latitude 3510	J1GC763	Dell Notebook	V Dominguez *CARES*	11/4/2020	11/3/2025	1					Purchased with CARES ACT Funds Repurposed from Gabe Guerrero Dept 130
Finance	Latitude 5310	686K203	Dell Notebook	M Puchades	8/16/2020	8/15/2025			1			
Finance	OptiPlex 7050	8W5VXM2	Dell Desktop	M Puchades	2/9/2018	2/8/2023						Repurposed from Finance Dept (130) - Gguerrero
Finance	OptiPlex 7020	20LQZ44	Dell Desktop	T White	10/4/2024	10/3/2029					1	**Previously Purchased for COM-XX**
Finance	Latitude 5550	3LSPR34	Dell Notebook	T White	10/1/2024	9/30/2029						
Finance	OptiPlex 7080	BYL8ZC3	Dell Desktop	R Wilson	4/20/2021	4/19/2026						
Finance	Latitude 5530	GPDRVL3	Dell Notebook	R Wilson	10/5/2022	10/4/2027			1			
Finance	OptiPlex 7080	BYM6ZC3	Dell Desktop	M Gias	4/20/2021	4/19/2026	1					
Finance	OptiPlex 7020	60LQZ44	Dell Desktop	T Granit	10/1/2024	9/30/2029				1		
Finance	Latitude 3310 2-in-1	6S2YD63	Dell Notebook	T Granit	1/4/2021	1/3/2026						
Finance	Latitude 5520	80JLHG3	Dell Notebook	I Williams *CARES*	6/10/2022	6/9/2027		1				Purchased with CARES ACT Funds
Finance	OptiPlex 7020	5ZKQZ44	Dell Desktop	I Williams	10/1/2024	10/2/2025						
Finance Count					22		4	2	2	1	1	
Customer Service	OptiPlex 7010	H4F3MR2	Dell Desktop	H Gonzaga	10/1/2018	9/30/2023						
Customer Service	Latitude 3510	H1GC763	Dell Notebook	A Dager *CARES	11/4/2020	11/3/2025	1					Purchased with CARES ACT Funds
Customer Service	OptiPlex 7020	HVGQZ44	Dell Desktop	A Dager	10/1/2024	9/30/2029				1		
Customer Service	OptiPlex 7080	BYN40C3	Dell Desktop	L Rosenthal	4/20/2021	4/19/2026						
Customer Service	Optiplex 7020	7YKQZ44	Dell Desktop	L Rosenthal	9/28/2024	9/27/2029				1		
Customer Service	OptiPlex 7080	BYM0ZC3	Dell Desktop	D Ellett	4/20/2021	4/19/2026	1					
Cust Srvc Count					6		2	0	0	2	0	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In 5 year replacement
In Progress
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEAR FY26	FY27	FY28	FY29	FY30	Notes
IT/Finance	Power Edge R910	6C4LQW1	CCS3 Shared Files	Domain	2/11/2013	**None**						
IT/Finance	QNAP TVS-872XU-RP	Q207I01688	NAS at City Hall	Domain	12/3/2020	**None**						
IT/Finance	QNAP TVS-472XT	Q207I05319	NAS at Utility	Domain	12/3/2020	**None**						
IT/Finance	Power Edge R720	1ZYWFX1	CCS4	Domain	5/30/2013	**None**						
IT/Finance	Power Edge R720	2ZP6P22	CCS6 Email Archiver	Domain	10/16/2014	**None**						
IT/Finance	Power Edge R730	3HKBJB2	CCS15 Backup Archive (old CCS22)	Domain	6/10/2016	**None**						
IT/Finance	Dell NX430	DHCXSD2	CCS24 Backup Storage	Domain	10/18/2016	**None**						
IT/Finance	Dell DL4000	3PLDY12	CCS05 Appassure	Domain	10/18/2016	**None**						
IT/Finance	Power Edge R730	D8K4TD2	CCS25 Docuware	Domain	10/18/2016	**None**						
IT/Finance	Power Edge R220	12N3182	CCS21 DC2	Domain	12/29/2015	**None**						
IT/Finance	Power Edge R220	12P1182	CCS20 DC1	Domain	12/29/2015	**None**						
IT/Finance			CCS20 DC1 **New**	Domain								
IT/Finance	Power Edge R720	JBPQZ12	CCS7 Exchange 2013	Domain	10/16/2014	**None**						
IT/Finance	Power Vault NX400	3VWNGB2	CCS23 Appassure Storage	Domain	5/9/2016	**None**						
IT/Finance	Nutanix NX-1065-G8	**ecef857d06	Nutanix Host Cluster	Domain	2/10/2022	2/9/2027		1				
IT/Finance					**14**		**0**	**1**	**0**	**0**	**0**	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEA FY26	FY27	FY28	FY29	FY30	Notes
Utilities	Latitude 5550	FHSPR34	Dell Notebook	R Nay	9/26/2024	9/25/2029				1		
Utilities	OptiPlex 9020	8T4ZFZ1	Dell Desktop	R Nay	4/17/2015	4/15/2020						
Utilities	OptiPlex 7080	BYP50C3	Dell Desktop	Dawn Deland	4/20/2021	4/19/2026	1					
Utilities	OptiPlex 7050	CQ9TMR2	Dell Desktop	E Davis	10/17/2018	10/16/2023						
Utilities	Latitude 3510	F3PM463	Dell Notebook	F Davis *Cares*	11/20/2020	11/19/2025	1					Purchased with CARES ACT Funds
Utilities	Microsoft Surface Pro	032209575053	Microsoft Notebook	T Fleming	3/13/2018	None						
Utilities	OptiPlex 7080	BYP3ZC3	Dell Desktop	T Fleming	4/20/2021	4/19/2026	1					
Utilities	Opitplex 7000	7R1LXP3	Dell Desktop	S Souza	10/6/2022	10/5/2027			1			
Utilities	OptiPlex 9020	17QDQ22	Dell Desktop	A Acevedo	11/11/2015	11/9/2020						
Utilities	Latitude 5300	54GMKW2	Dell Notebook	C Bailey Packaged	3/3/2021	3/2/2026						
Utilities	OptiPlex 5040	9ZN8M82	Dell Desktop	Lunch Room	2/19/2016	2/16/2021						
Utilities	Latitude 3570	2Y6KYB2	Dell Notebook	EOC 1 **J Perez Using**	1/26/2016	None						
Utilities	Latitude 3570	9T8KYB2	Dell Notebook	EOC 3 **Auditors**	1/26/2016	None						
Utilities Count					13		3	0	1	1	0	
Fleet	Latitude 5414 Rugged	80TVSG2	Dell Notebook	Vehicle Diagnostics	3/5/2018	None						
Fleet	Latitude 5430 Rugged	DK02BT3	Dell Notebook	Vehicle Diagnostics	10/2/2023	9/30/2028			1			
Fleet	OptiPlex 7040	BJZLND2	Dell Desktop	Jcook	12/13/2016	12/12/2021						**Replace with Laptop**
Fleet	Dell Pro 16 Plus	26FQCB4	Dell Notebook	Jcook	7/28/2025	7/27/2030						
Fleet	OptiPlex 9010	1HGJ6Y1	Dell Desktop	Mechanics	7/22/2013	None						
Fleet Count					5		0	0	1	0	0	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEA FY26	FY27	FY28	FY29	FY30	Notes
Recreation	OptiPlex 7050	CQ9R0S2	Dell Desktop	B Zickar	10/19/2018	10/18/2023						
Recreation	Latitude 3500	1DBSFW2	Dell Notebook	X Gallego	11/12/2019	11/10/2024	1					
Recreation	Optiplex 7020	BZKQZ44	Dell Desktop	J Rhodes	10/1/2024	9/30/2029						
Recreation	Latitude 5350	2TZGD14	Dell Notebook	J Rhodes	4/23/2024	4/22/2029				1		**Previously COM-GR2**
Recreation	OptiPlex 7000	DNP2BR3	Dell Desktop	Previously SW	10/8/2022	10/7/2027						
Recreation	Latitude 5310	1CQK863	Dell Notebook	Previously SW **CARES*	11/17/2020	11/16/2025	1					Purchased with CARES ACT Funds
Recreation	Latitude 3500	H2BSFW2	Dell Notebook	A Valeo	11/12/2019	11/10/2024	1					
Recreation	Latitude 3510	81GC763	Dell Notebook	R Flores *CARES*	11/4/2020	11/3/2025	1					Purchased with CARES ACT Funds
Recreation	OptiPlex 7080	BYL90C3	Dell Desktop	G Maggio	4/20/2021	4/19/2026	1					
Recreation	Latitude 3510	B1GC763	Dell Notebook	G Maggio *CARES*	11/6/2020	11/5/2025						Purchased with CARES ACT Funds
Recreation	OptiPlex 7000	2PP2BR3	Dell Desktop	Front Desk	9/8/2022	9/7/2027		1				
Recreation	OptiPlex 7000	BMP2BR3	Dell Desktop	R Flores	10/8/2022	10/7/2027			1			
Recreation	Latitude 3590	7B42LP2	Dell Notebook	Front Desk - Senior Area	5/9/2018	5/8/2023	1					
Recreation	Latitude 3590	67Y2LP2	Dell Notebook	Loaner 1	5/9/2018	None						Loaner Laptop Not to be replaced
Recreation	Latitude 3590	H094LP2	Dell Notebook	Loaner 2	5/9/2018	None						Loaner Laptop Not to be replaced
Recreation	Latitude 3590	B384LP2	Dell Notebook	Loaner 3	5/9/2018	None						Loaner Laptop Not to be replaced
Recreation	Latitude 3590	15S2LP2	Dell Notebook	Loaner 4	5/9/2018	None						Loaner Laptop Not to be replaced
Recreation	Latitude 3140	6VTP9W3	Dell Notebook	Loaner 5	9/14/2023	9/12/2028						
Recreation	Latitude 3140	B4LS9W3	Dell Notebook	Loaner 6	9/14/2023	9/12/2028						
Recreation	Latitude 3140	9XKS9W3	Dell Notebook	Loaner 7	9/14/2023	9/12/2028						
Recreation Count					**20**		**6**	**1**	**1**	**1**	**0**	
Parks	OptiPlex 7080	BYP2ZC3	Dell Desktop	J Ankney	4/20/2021	4/19/2026	1					
Parks	Latitude 3510	3BRM463	Dell Notebook	D Gomez	11/20/2020	11/19/2025	1					Purchased with CARES ACT Funds
Parks	OptiPlex 7020	FZKQZ44	Dell Desktop	J Pares	11/26/2024	11/25/2029						**Previously PW-Capital Projects Manager**
Parks	Pro 16 Plus	JY9YWC4	Dell Notebook	J Pares	11/26/2025	11/25/2030						
Parks	Latitude 5320	605T6S3	Dell Notebook	J Pares	10/15/2022	10/14/2027			1			**Previously UT-HN2**
Parks	Latitude 3520	4YV49G3	Dell Notebook	C Sikes	11/20/2020	11/19/2025	1					
Parks	OptiPlex 9020	4CXMR12	Dell Desktop	Front Desk1	9/22/2014	9/21/2019						
Parks	OptiPlex 7080	BYK8ZC3	Dell Desktop	Front Desk2	4/20/2021	4/19/2026		1				
Parks	Latitude 3520	3YV49G3	Dell Notebook	Joseph Cabret	8/25/2021	8/24/2026		1				
Parks	Latitude 5320	5NRS6S3	Dell Notebook	J Ramsey	10/15/2022	10/14/2027			1			
Parks	Latitude 3590	1ZB2LP2	Dell Notebook	XX	5/9/2018	None						Previously PT-ZZ6 **Repurposed** Used at PW as Shared Device**
Parks	Latitude 3590	CQCZKP2	Dell Notebook	Loaner 1	5/9/2018	None						Loaner Laptop Not to be replaced
Parks	Latitude 3590	BWQ2LP2	Dell Notebook	Loaner 2	5/9/2018	None						Loaner Laptop Not to be replaced
Parks	Latitude 3590	9HT2LP2	Dell Notebook	Loaner 3	5/9/2018	None						Loaner Laptop Not to be replaced
Parks	Latitude 3590	BSF2LP2	Dell Notebook	Loaner 5	5/9/2018	None						Loaner Laptop Not to be replaced
Parks	Latitude 3140	D3NQ9W3	Dell Notebook	Loaner 6	9/14/2023	9/12/2028					1	
Parks	Latitude 3140	60LS9W3	Dell Notebook	Loaner 7	9/14/2023	9/12/2028					1	
Parks	Latitude 3140	8QSS9W3	Dell Notebook	Loaner 8	9/14/2023	9/12/2028					1	
Parks Count					**18**		**3**	**2**	**2**	**0**	**3**	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEA FY26	FY27	FY28	FY29	FY30	Notes
Utilities	Dell 16 Pro Plus	80C9V74	Dell Notebook	HT1	4/28/2025	4/27/2030					1	
Utilities	Latitude 3510	1L9L303	Dell Notebook	HT2	9/2/2020	9/1/2025	1					
Utilities	OptiPlex 7000	JMP2BR3	Dell Desktop	S Jacque	10/8/2022	10/7/2027			1			
Utilities	OptiPlex 7080	BYN70C3	Dell Desktop	M Stanton	4/21/2021	4/20/2026	1					
Utilities	OptiPlex 7010	J516SY3	Dell Desktop	J Kalinowski	12/19/2023	12/17/2028				1		
Utilities	Latitude 5320	605T6S3	Dell Notebook	J Pares **Temporary UT Asset**	10/15/2022	10/14/2027			1			**Previously UT-HN2**
Utilities	OptiPlex 7080	BYQ7ZC3	Dell Desktop	R Webster	4/21/2021	4/20/2026						
Utilities	Inspiron 14 7430 2-in-1	C2MP114	Dell Notebook	R Webster	7/2/2024	7/1/2029				1		
Utilities	Dell Pro 16	78HFQ94	Dell Notebook	ZZ2 - Managed by JACOBS	6/10/2025	6/9/2030					1	
Utilities	Latitude 3510	8F18G63	Dell Notebook	M Cuevas	1/29/2021	1/28/2026	1					
Utilities	Latitude 5580	HBQXGM2	Dell Notebook	M Aldrich **Device with MA Temp**	1/11/2018	None						
Utilities	OptiPlex 7080	BYN4ZC3	Dell Desktop	S Blanchard	4/21/2021	4/20/2026		1				**Previously PW-DV
Utilities	OptiPlex 9020	HMBY322	Dell Desktop	J Quintero	1/30/2015	1/29/2020						**Purchased with CARES ACT Funds **Previously belonged to PW-MF2
Utilities	Latitude 5310	7CQK863	Dell Notebook	J Quintero *CARES*	11/19/2020	11/18/2025	1					
Utilities	OptiPlex 7080	BYN7ZC3	Dell Desktop	L Emrekovic	4/21/2021	4/20/2026		1				
Utilities	OptiPlex 7000	5PP2BR3	Dell Desktop	J Adlajuste	10/8/2022	10/7/2027						
Utilities	Latitude 5310	JBQK863	Dell Notebook	J Aldajuste **Cares*	11/19/2020	11/18/2025	1					**Previously PW-DD2**Purchased with CARES ACT Funds
Utilities	OptiPlex 7000	9PP2BR3	Dell Desktop	A Ozaydin	10/8/2022	10/7/2027				1		
Utilities	Latitude 9330	7B4FK34	Dell Notebook	A Ozaydin	4/30/2024	4/29/2029						
Utilities	Precision 3620	B09FSD2	Dell Desktop	D Fatout	10/14/2016	10/13/2021						
Utilities	Latitude 3510	54R8663	Dell Notebook	JDix	10/29/2020	10/28/2025	1					**Previously GG in UT Storage**
Utilities	OptiPlex 7080	BYM8ZC3	Dell Desktop	XX	4/21/2021	None						
Utilities	Optiplex 7000	9QS2BR3	Dell Desktop	Engineer I	10/8/2022	10/7/2027						
Utilities	Latitude 3510	44R8663	Dell Notebook	Engineer I	10/29/2020	10/28/2025		1				**Previously R Verma**
Utilities	Latitude 3500	2H3CJX2	Dell Notebook	XX Conference Room	9/12/2019	9/10/2024			1			
Utilities	Latitude 5320	505T6S3	Dell Notebook	Assistant Utilities Director	10/15/2022	10/14/2027			1			
Utilities	OptiPlex 7040	1B0PXG2	Dell Desktop	Telemetry System	1/6/2017	1/5/2022						
Utilities	Latitude 3520	DMRPRG3	Dell Notebook	G Lombardo	10/29/2021	10/28/2026		1				**Previously HT1**
Utilities	Precision 3620	B09GSD2	Dell Desktop	G Lombardo	10/14/2016	10/13/2021						
Utilities	OptiPlex 7000	JKP2BR3	Dell Desktop	D Lawson	10/8/2022	10/7/2027			1			
Utilities	Precision 7510	63DTVF2	Dell Notebook	D Lawson	2/9/2017	None						
Utilities Count					31		6	4	5	3	2	

Cooper City
Technology Equipment Replacement Schedule
3/6/2026 10:10

In Progress
In 5 year replacement
Not to be Replaced
Budget for FY26

Location	Model	Serial #	Description	User	Purchase Date	Replacement Date (5 yr cyl)	PROPOSED REPLACEMENT YEAR FY26	FY27	FY28	FY29	FY30	Notes
Grand Count					189		37	11	20	14	10	

Location	Dept	Model	Serial #	Description	User	v	
Recreation	950	Optiplex 9010	BV1RBY1	Dell Desktop	J Webb	8/17/2014	8/17/2014
MIS/Finance	130	Optiplex 9010	5Q2DFX1	Dell Desktop	S Blewess	5/29/2013	None
City Clerk	120	Optiplex 9010	3268FX1	Dell Desktop	R Fagerlon	9/29/2014	9/29/2014
	710	Optiplex 9010	3D61GX1	Dell Workstation	Scott Harris	5/1/2009	
	210	Latitude 3570	G36M1C2	Dell Notebook	C Vega	10/25/2016	10/25/2016
	120	Latitude 5580	GHK85M2	Dell Notebook	J Montoya	2/27/2018	2/27/2019
	212	Optiplex 9020	J7FZTV1	Dell Workstation	J Lopez	9/13/2013	
	120	Optiplex 9020	6895QZ1	Dell Desktop	C Berke	2/13/2015	2/13/2015
	940	Optiplex 9020	81D1HB2	Dell Desktop	L Ennskovic	5/11/2016	5/11/2016
	710	Optiplex 9020	BWPDJB2	Dell Desktop	G Maggio	6/10/2016	6/10/2016
	910	Optiplex 9020	4D0TPS2	Dell Desktop	Michael Stanton	11/9/2015	11/9/2015
	911	Optiplex 9020	CWYHR22	Dell Desktop	G Garba	1/23/2015	1/23/2015
	911	Optiplex 9020	59CT3Z2	Dell Desktop	R Webster	1/30/2015	1/30/2015
	120	Optiplex 9020	CXXGR22	Dell Desktop	J Montoya	1/28/2015	1/28/2015
	130	Optiplex 9020	FN20T12	Dell Desktop	C Portocarrero	9/26/2014	9/26/2014
	710	Optiplex 9020	BWPCJB2	Dell Desktop	J Arkney	6/10/2016	6/10/2016
	130	Optiplex 9020	1B3MDZ1	Dell Desktop	IT-Dashboard	2/10/2014	None
	940	Optiplex 9020	90NDH02	Dell Desktop	D Ellett	2/13/2015	2/13/2015
	311	Optiplex 9020	8TFYFZ1	Dell Desktop	D Delland	4/17/2015	4/17/2015
	314	Optiplex 9020	L7PDQZ2	Dell Desktop	T Fleming	11/11/2015	11/11/2015
	940	Optiplex 9020	66DDK22	Dell Desktop	C Rodriguez *OLD*	4/29/2015	4/29/2015
	710	Optiplex 9020	BWPDJB2	Dell Desktop	G Maggio	6/10/2016	6/10/2016
	911	Latitude E6540	HFL1XZ1	Dell Notebook	Jan Molaschi	5/22/2014	None
	931	Latitude E6520	C7SJBS1	Dell Notebook	R Webster	3/17/2013	None
	930	Optiplex 7010	D1SPCX1	Dell Desktop	S Blanchard	4/19/2014	4/19/2014
	130	Optiplex 7010	DYCYXV1	Dell Desktop	D McFarlane	11/4/2013	None
	130	Precision M2400	GBC1VK1	Notebook	Joseph Schlumbrecht	9/1/2010	
	710	Precision 3620	2G3NQD2	Dell Desktop	Front Desk2	8/19/2016	8/19/2016
	130	Precision 3630	DVMJ3D2	Dell Desktop	K Fisher	8/24/2016	8/24/2016
130	Precision 5810	9SDWTS2	Dell Workstation	D McFarlane		8/6/2015	None
710	Optiplex 9020	BWPFJB2	Dell Desktop	Front Desk		6/11/2016	6/11/2016
710	Optiplex 9020	3LZPCZ1	Dell Desktop	R Flores		1/17/2015	1/17/2015
110	Optiplex 9020	4CGYP52	Dell Desktop	M Cobelo		11/2/2015	11/2/2015
930	Latitude E6430 ATG	GBDZK32	Dell Notebook	HT1		12/26/2015	12/26/2015

As of 6/1/2024

311	Optiplex 9020	17QFQ22	Dell Desktop	J Wofford	11/11/2015	11/11/2015
120	Optiplex 7050	F0318M2	Dell Desktop	K Lopez	12/1/2017	12/1/2017
311	Latitude 3570	FX8KYB2	Dell Notebook	EOC 4	1/26/2016	None
311	Latitude 3570	BY6KYB2	Dell Notebook	EOC 2	1/26/2016	None
130	Nutanix NX-1065-G5	17FM6C380001	Nutanix Host Cluster	Domain	9/28/2017	None
211	Optiplex 9020	1GYKDZ1	Dell Desktop	Inspector 2	1/31/2015	1/31/2015
950	Optiplex 7050	HS1LBM2	Dell Desktop	J Kalinowski	1/11/2018	1/11/2018

As of 9/12/2024

211	Optiplex 9020	97XXB62	Dell Desktop	G Lomastro	12/14/2015	
120	Optiplex 9020	JCCKDZ1	Dell Desktop	Clerk Register 1	1/26/2015	
120	Optiplex 9020	DK94Z72	Dell Desktop	Clerk Register 2	3/1/2016	

As of 2/4/2025

950	Precision T1700	6SS1Q22	Dell Desktop	T Welch	11/1/2015	
130	Latitude 3590	2L59S52	Dell Notebook	B Dodgen	12/12/2018	
315	Optiplex 5050	8Y1VKH2	Dell Desktop	S Jacque	6/16/2017	
100	Samsung Galaxy Tab 2.0		Samsung Tablet	J Green	7/17/2017	
211	Optiplex 9020	6HBXHK2	Dell Desktop	M Young	7/31/2017	
710	Latitude 3590	5WB4LP2	Dell Notebook	Loaner 4	5/9/2018	
950	Optiplex 9020	FHPJG82	Dell Desktop	L Dillon	5/9/2018	
211	Optiplex 9020	8C4J942	Dell Desktop	A Guess	2/28/2015	2/28/2015
100	Optiplex 3020	CHVXGB2	Dell Desktop	XX1	5/12/2016	5/11/2021

As of 2/25/2025

211	Optiplex 980	6HBXHK2	Dell Desktop	S Lopez	7/31/2017	7/31/2017

As of 4/4/2025

211	Latitude 3510	9DNVG02	Dell Desktop	IN1	2/13/2015	2/13/2015
100	Latitude 3590	G03H9S2	Dell Notebook	XX *In IT Office**Previously COM-MP	11/18/2018	11/18/2018
130	Optiplex 9020	44T4CS2	Dell Desktop	T Grant	11/9/2015	11/9/2015
100	Latitude 5310	5RT4303	Dell Notebook	XX2	8/23/2020	8/23/2020
940	Optiplex 9020	4K56082	Dell Desktop	A Daper	11/2/2015	11/2/2015
950	Precision 5810	D6FTHB2	Dell Desktop	H Nilvan	5/26/2016	5/26/2016
100	Apple IPad		Apple Tablet	G Ross **Unknown**	3/16/2010	None

As of 5/27/2025

211	Optiplex GX960	1ST4V62	Dell Desktop	C Vega	11/13/2015	11/13/2015
211	Optiplex 7050	6W21RP2	Dell Desktop	R Llamera	5/14/2018	5/14/2018
211	Optiplex 9020	97XYPSZ	Dell Desktop	V Blanco **Will be replaced by IN2**	12/14/2015	12/14/2015
312	Latitude 5580	CVBQJM2	Dell Notebook	R Nay	3/21/2018	3/21/2018

As of 6/30/2025

710	Latitude 3590	7LJ2LP2	Dell Notebook	Loaner 5	5/9/2018	None
120	Optiplex 9020	40T7942	Dell Desktop	T Allen	3/16/2016	None
130	OptiPlex 9020	69B7GZ1	Dell Desktop	I Williams	2/13/2015	2/13/2015

As of 7/8/2025

950	Rugged T7200		Notebook, Mobile needs	M Hilliles	1/26/2016	1/24/2021
	Latitude 3570	2Y8KYB2	Dell Notebook	EOC 1 **J Perez Using**	1/26/2016	None
	Microsoft Surface Pro	32921480653	Microsoft Notebook	XX (Surface)	3/20/2018	None
	Latitude 5290	RY1LSS2	Dell Notebook	XX Spare	1/23/2019	None

As of 7/18/2025

	Latitude 3590	7JL2LP2	Dell Notebook	Loaner Laptop 5	5/9/2018	None

As of 9/9/2025

	OptiPlex 7080	BYN40C3	Dell Desktop	L Rosenthal	4/20/2021	4/20/2021

As of 2/2/2026

	OptiPlex 7050	CQ9S0S2	Dell Desktop	J Rhodes	10/19/2018	10/19/2018

10/25/2016
2/27/2019

*Bad HDD
*Bad Fan
Freezes Reouroosed from Utility Billing (940) - MVRS Then Lisa

Reouroosed from Building Dept (211) - AFunez

Reouroosed from Utilities (950) - Jkalinowski **Waiting for Chad to return**
Repurposed from Utilities (931) - Maldrich (To be auction in IT room)

Reouroosed from Finance (940) - Kwasserman - UTB

Reouroosed from Building J Chocklev

Added 12/10/2021

Marked in Master Surplus

Need to find

Device Unknown. Have not seen, removing from Inventory

Previously used by Swalker

Laptops	User	Serial Number
Latitude 3510	CLK-KS2	C1GC763
Latitude 5310	IT-JL2	JV2S663
Latitude 3510	FIN-SB2	G1GC763
Latitude 3510	FIN-AD2	H1GC763
Latitude 3510	FIN-CP2	91GC763
Latitude 3510	CM-LE2	35SM463
Latitude 5310	CM-MC2	BCQK863
Latitude 3510	PT-JR2	3BRM463
Latitude 3510	XX-XX2	F3PM463
Latitude 3510	UTB-GG2	J1GC763
Latitude 5310	BLD-TH2	3CQK863
Latitude 5310	CLK-CB2	4CQK863
Latitude 3510	REC-DG2	81GC763
Latitude 5310	REC-SW2	1CQK863
Latitude 3510	BLD-BJ2	F1GC763
Latitude 5310	BLD-EK2	6CQK863
Latitude 5310	BLD-RL	2CQK863
Latitude 5310	BLD-LL2	5CQK863
Latitude 5310	BLD-GL2	8CQK863
Latitude 5310	PW-DP2	7CQK863
Latitude 5310	PW-DD2	JBQK863
Latitude 3510	BLD-CV2	D1GC763
Latitude 3510	BLD-JC2	71GC763
Latitude 3510	BLD-MY2	61GC763
Latitude 5310	CLK-RF2	HBQK863
Latitude 5310	CLK-JM2	9CQK863
Latitude 3510	REC-GM2	B1GC763

Monitors	User	Serial Number
DELL P2419H	BLD-EK	3FBGK53
DELL P2419H	BLD-EK	24BGK53
DELL P2419H	BLD-LL	BYBGK53
DELL P2419H	BLD-LL	CYBGK53
DELL P2419H	BLD-BJ	D60VX53
DELL P2419H	BLD-BJ	J8ZTX53
DELL P2419H	IT-DM	
DELL P2419H	IT-DM	
DELL P2419H	BLD-CV	
DELL P2419H	BLD-CV	
DELL P2419H	REC-FT	
DELL P2419H	REC-FT	

Model	Service Tag	I.P.	Active
6224	77H0VS1	10.20.253.10	Yes
6224	68H0VS1	10.20.253.10	Yes
6224	52KZTS1	10.20.253.10	Yes
N2048P	7RT0Y42	10.20.253.11	Yes
N2048P	3BMXX42	10.20.253.11	Yes
N2048P	BQT0Y42	10.20.253.11	Yes
N2048P	DRL1Y42	10.20.253.12	Yes
N2024P	JNGKXC2	10.20.253.13	Yes
N2024P	GQGKXC2	10.20.253.14	Yes
6224P	1K7G7M1	10.30.253.10	Yes
6224P	36767M1	10.30.253.10	Yes
6224P	GSXBVS1	10.30.253.11	Yes
6224P	76077M1	10.30.253.12	Yes
N2048P	19FMXC2	10.40.253.10	Yes
N2024P	5NGKXC2	10.50.253.10	Yes
6224P	6W80VS1	10.60.253.10	Yes
6224	53KZTS1		No
6224P	1MJTX42		No
6224P	7M8MFH1		No
6224P	B9767M1		No
6224P	18767M1		No
6224	5WSZTS1		No
6224	GVSZTS1		No
N2024P	5RGKXC2		No
N2048P	JLFMXC2		No

MIS/Finance	130	Latitude E6440	BKKFJ12	Dell Notebook
Utilities	315	Latitude E6510	2H05YN1	Notebook
Public Works	314	Latitude E6500	FH0RTL1	Notebook
MIS/Finance	130	Precision M2400	GBC1VK1	Notebook
City Clerk	120	Optiplex 990	DRWMPS1	Dell Workstation
Building	211	Optiplex 980	JLZD9P1	Dell Workstation
Building	211	Optiplex 9020	1HGK6Y1	Dell Workstation
Customer Service	940	Optiplex 9020	5PD3FX1	Dell Workstation
Public Works	314	Optiplex 9010	68RTHX1	Dell Workstation

Sent to Kerri 1.25.2021

QTY	ASSET ID	DEPT	ACQUIRED DATE	VEH#
3				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				

IT - Zoom 2	1/1/2014	**None**
Chad Bergeron	1/27/2012	**None**
Tim Fleming	1/6/2010	
Joseph Schlumbrecht	9/1/2010	
Rolando Llamera	7/9/2013	
Eva Khoshnood	1/18/2012	
Ted Fowler	7/6/2014	
Joanne Hooks	5/10/2013	
Greg Butler	6/29/2014	

YEAR	Photo ID	Make/Mfr
		Dell
		Dell
		Dell
		Dell
		ThinkCentre
		Dell
		Dell
		Dell
		Dell
		Dell
		Dell
		Dell
		Dell
		Dell
		Dell
		Dell

Repurposed from Fleet (316) - Vehicle Diagnostics then from UTB-GG

DID NOT GET AUCTIONED **9/24/2021**

DESCRIPTION	DESCRIPTION 2
Optiplex 9010	Desktop
Optiplex 745	Desktop
Optiplex 980	Desktop
Optiplex 990	Desktop
	Desktop
Optiplex Gx260	Desktop
Inspirion	Desktop
Poweredge T20	Desktop
Optiplex	Desktop
Precision M2400	Notebook
Precision M2400	Notebook
Precision M2400 **DID NOT GET AUCTIONED**	**Notebook**
Latitude 10-ST2e	**Tablet**
Latitude E6500	Notebook
Latitude E6510	Notebook
Latitude E6440	Notebook

S/N	LOCATION MEMO	CONDITION
68RTHX1, 5PD3FX1, 1HGK6Y1	PW	Fair
BFM6CC1	PW	Fair
JLZD9P1	PW	Fair
DRWMPS1	PW	Fair
1S4480B1UMJGPWRF	PW	Fair
5NK3521	PW	Fair
4XM8122	PW	Fair
3Z9ZZZ1	PW	Fair
6DVGRJ1	PW	Fair
DBC1VK1	PW	Fair
BBC1VK1	PW	Fair
GBC1VK1	**PW**	**Fair**
D14HRT1	**PW**	**Fair**
FH0RTL1	PW	Fair
2H05YN1	PW	Fair
BKKFJ12	PW	Fair

Qty	Make/Mfr	Model/Description	Part number/Type and Desciption
13	Dell	Optiplex 9020	Desktop
1	Dell	Optiplex 3020	Desktop
2	Dell	Optiplex 7040	Desktop
1	Dell	Optiplex 7000	Desktop
4	Dell	Precision 7080	Desktop
21			

VIN OR SERIAL NUMBER	Dept	Bldg/Loc	Condition
40TT942, 1CCKDZ1, 44T4C62, DK84Z72, 4KS6082, FHPJGB2, 17PGQ22, 1ST4V62, 1GYKDZ1, 97XYP52, 9DNVG02, 69B7GZ1, 40MT942	IT	IT Office	Used
CHVXGB2	IT	IT Office	Used
6HBXHK2, 6HBWHK2	IT	IT Office	Used
DNP2BR3	IT	IT Office	Used
BYQ7ZC3, BYN0ZC3, BYN7ZC3, BYP50C3	IT	IT Office	Used

Department of Education
Northern New Providence Secondary District
District Superintendent's Office
P. O. Box N-3913/14

TEL: (242) 394-4378 **FAX: (242) 394-4396**

Ms. Bridgette Seymour
Principal
H.O. Nash Jr. High School
Nassau, The Bahamas

Your Reference:
Our Reference: EDU/NNPSD/

Date: 6th January, 2026

Dear Ms. Seymour,

RE: WAIVER OF CUSTOMS DUTY – (DONATED COMPUTERS) – H.O. NASH JUNIOR HIGH SCHOOL.

The captioned refers,

Attached please find self-explanatory letter reference to the above mentioned.

Forwarded for your information and action.

Sincerely,

Mrs. Shennan Roberts-White
District Superintendent
Northern New Providence Secondary Schools District

SRW/gl
Enclosures:

MEMORANDUM

MINISTRY OF EDUCATION
P.O. Box: N – 3913/14,
NASSAU, THE BAHAMAS
Tel. No: (242) 502-2700, Fax (242) 325-8140

To: Financial Secretary
Ministry of Finance
Cecil Wallace Whitfield Centre
P.O. Box: N-3017
Nassau, The Bahamas

Your reference

Our reference EDU/A/574

Date: 05th January, 2026

PMP
seen
1/6/26

RE: WAIVER OF CUSTOMS DUTY – (DONATED COMPUTERS) – H. O. NASH JUNIOR HIGH SCHOOL

I am directed to forward for your attention, a copy of a letter addressed to the Permanent Secretary, Ministry of Education, dated: 30th December 2025, with supporting documents from Ms. Bridgette Seymour, Principal, H. O. Nash Junior High School, Dolphin Drive, Nassau, The Bahamas, for the duty-free importation of between 20 – 40 desktop computers, donated by Mr. Irwin Williams from the City of Cooper City, USA.

These items are to be used exclusively by the School's Instructional Program.

The Ministry of Education and Technology and Vocational Training offers no objection to this request.

Yours Sincerely,

L Marshall
Lauretta Marshall (Ms.)
(for) Permanent Secretary

OFFICE OF THE PERMANENT SECRETARY
RECEIVED
JAN 05 2026
MINISTRY OF EDUCATION & TECHNICAL AND VOCATIONAL TRAINING

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Commission

DATE: March 10, 2026

SUBJECT: Motion to approve a service agreement with Miami Vertical Garden Inc. to design, install, and maintain a living wall. – **Commissioner Mallozzi**

BACKGROUND OF ITEM:
On October 22, 2024, the Commission adopted a Landscape Master Plan and Design Guidelines to beautify the city. Chen Moore and Associates developed the Landscape Master Plan and Design Guideline Manual. The items detailed in those documents serve as a branding and specifications package that supplements City Code and Ordinances, to define elements and create a cohesive theme throughout the City's public spaces.

The Design Guideline Manual was prepared following a full Master Plan process, which identified and categorized the City's public spaces to receive improvements as funding becomes available. One of the areas identified in the Manual is public art and the integration of pieces that depict the City as a fun, vibrant, active, beautiful, diverse, and connected city.

ANALYSIS:
Living walls are a unique form of art that celebrates biodiversity and strives to create nature-inspired ecosystems that thrive. They offer an affordable, tangible option for improving a community. Living walls promote the use of innovative, low-impact materials to create more sustainable spaces.

The proposal includes two (2) Alternatives:

1. (11) 7.3' x 1.5' panels = 297 SF; cost $45,316.00
2. (14) 7.3' x 1.6' panels = 378 SF; cost $52,770.00

City staff will collaborate with Miami Vertical Garden Inc. on the designs that will be installed. For reference, review the proposal, Exhibit "1", for examples of living wall designs. Additionally, there will be a monthly maintenance cost of $375.

The City has identified the Community Center, outside the west-facing wall, as the first public space for installation.

STRATEGIC PLAN:
This item supports the 2022-2027 Commission Strategic Plan, specifically advancing:

Priority 3: A Strong Sense of Place - Beautification

FISCAL IMPACT:
$ _____ from Account #300-314-572310-563-23002. This item did not go out for bid, citing Section 2-258(a)(5): Exclusions include artistic services or works of art.

ATTACHMENTS:
1. Miami Vertical Garden Inc. Living Wall Proposal
2. Services Agreement



Pricing is valid for 30 days. Acceptance upon deposit receipt

DATE:	February 11, 2026
CLIENT:	Friseta Davis Administrative Services Manager Utilities Department City of Cooper City 9070 SW 51st Street Cooper City, FL 33328-4227 Telephone: 954-434-2300 #304 Email: FDavis@coopercity.gov
SOURCE:	Call
ARCHITECT/DESIGNER	NA
GENERAL CONTRACTOR/ESTIMATOR:	TBD
PROPERTY MANAGER:	NA
PROJECT ADDRESS:	TBD: Cooper City

I. PROJECT INPUT

PROPERTY TYPE

- ☐ Residential
- ☐ Commercial
- ☐ Condo Building
- ☐ Retail
- ☐ Hospitality / Resort
- ☐ Restaurant
- ☐ Educational
- ☐ Medical
- ☐ Entertainment
- ■ Other: City Public access facilities

BUILDING CONDITION / CONSTRUCTION STAGE

- ☐ Project Planning Phase (Preconstruction)
- ☐ New Construction
- ☐ Renovation
- ■ Existing Building

LIVING WALL APPLICATION

- ☐ Interior:
- ■ Exterior:
- ☐ Sun Exposure / Natural Lighting: TBD
- ☐ Other
- ☐ Short-term Event/Lease

LIVING WALL DIMENSIONS

LIVING WALL SYSTEM	Description	Width (Feet)	Height (Feet)	Panel Layout	Number of Sections	Total Surface (SF)
WRAP PRO System	**ALTERNARIVE 3** **LIVING WALL 1:**	23'10"	13'	7.3 x 1.6 = 14 Panels	NA	**PANEL SURFACE: 14 Panels = 378 SF** **PLANTED SURFACE: 11.7 Panels = 316 SF**

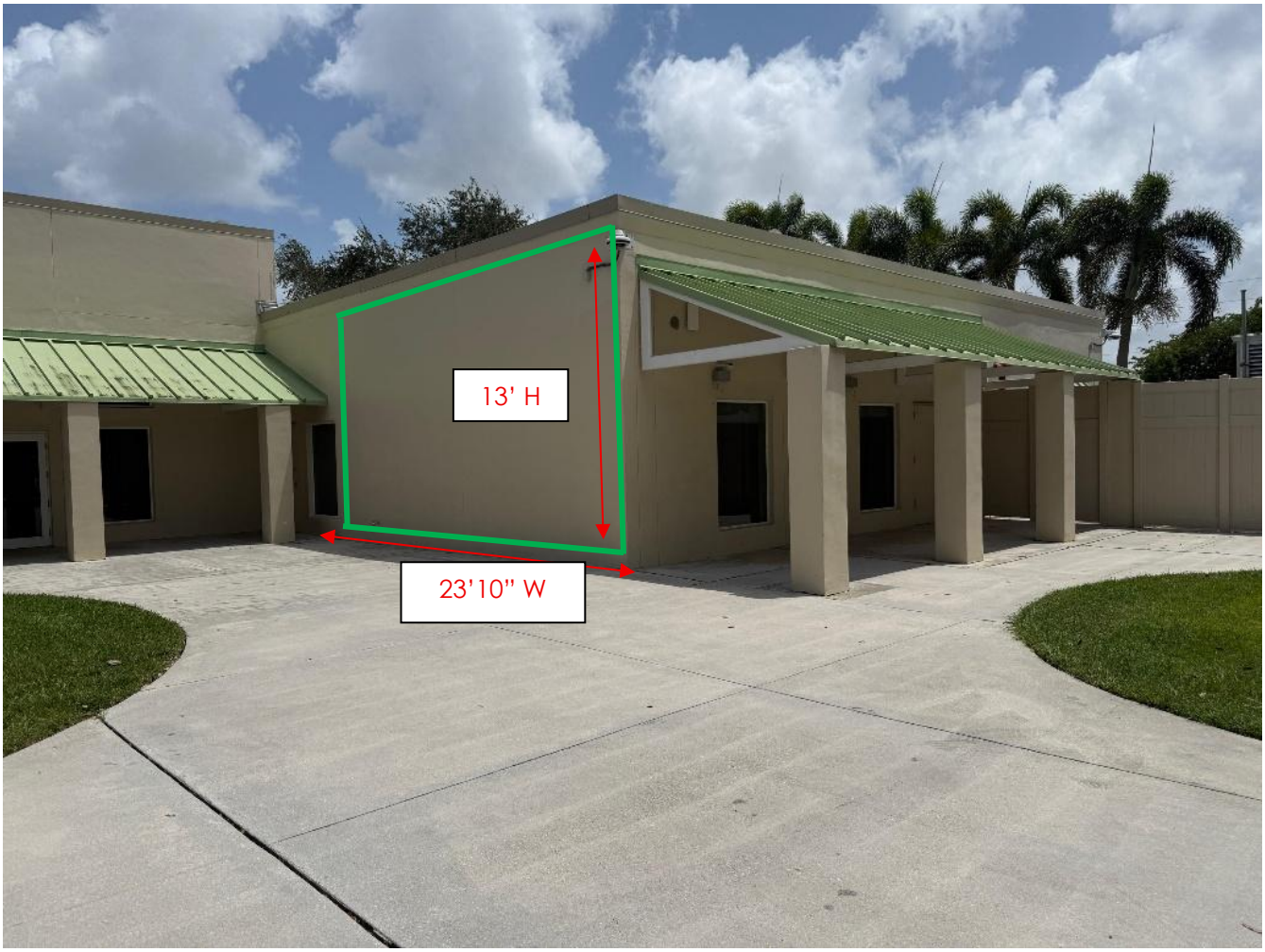
ASSUMPTIONS:

- **The living wall and/or its sections are directly connected to the water line and drain line or open ground landscaping.**
- **There are no major construction obstacles and/or customization requirements.**
- **The general contractor has provided:**
  - **A waterline with sufficient pressure.**
  - **Water is not chemically treated and not "Sort Water".**
  - **A drainage line capable of accommodating the living wall.**
  - **Adequate space for the installation of required equipment and hardware.**

NOTE: Any deviation from these assumptions may result in additional costs or adjustments to the project timeline.

II. SITE/ CLIENT IMAGES / INSPIRATION / RENDERINGS

The image indicates the total area. The exact placement of the vertical garden will be determined based on the approved dimensions.



III. PORTFOLIO

For more portfolio installations and behind-the-scenes videos and images, please visit:

INSTAGRAM: @miamiverticalgarden **WEBSITE: miamiverticalgarden.com**



IV. AN OVERVEW: WHAT YOU ARE GETTING

SYSTEM:

- 7-Year living wall system warranty.
- Proven, reliable, sustainable for INTERIOR & EXTERIOR applications.
- Soil-FREE hydroponic living wall system.
- Hydroponic growing medium: sphagnum moss does not dry as fast or leach as soil or soil-like substrates in potted containers/planters/trays. Sphagnum moss is a natural lightweight material that absorbs and stores up to 26 times its dry weight in water, creating a sustainable growing medium for long-term plant performance.
- Lighter weight compared to any soil-based living wall system.
- Waterproof, self-contained living wall panel.
- No surface moisture: moisture is absorbed by the growing medium and locked within the panel.
- No seasonal plant replacement needed.

IRRIGATION:

- Automated irrigation with precision on a calibrated timer.
- Advanced sweat irrigation vs. drip irrigation, ensuring even water distribution on vertical surfaces.
- Minimized water usage.
- No water dripping, misting, or spraying from any external or visible source; all irrigation lines are hidden within the living wall panel.
- No visible irrigation pipes or lines.
- No water accumulation or open water sources, unlike planter/container-based living walls.
- Seamless drainage setup.
- No overwatering, eliminating rotting smells.
- No mosquito accumulation or breeding due to no water stagnation.

DESIGN:

- Maximum plant selection based on project location.
- Immediate full look with no visible hardware or planting system. Plant material of 4"-6" pot size is used to create a lush, finished full look with years to mature.
- Variety of decorative custom framing.

LIGHTING:

- Special lighting ensures the success of installations. Lighting is required for all interior installations to promote healthy plant growth.

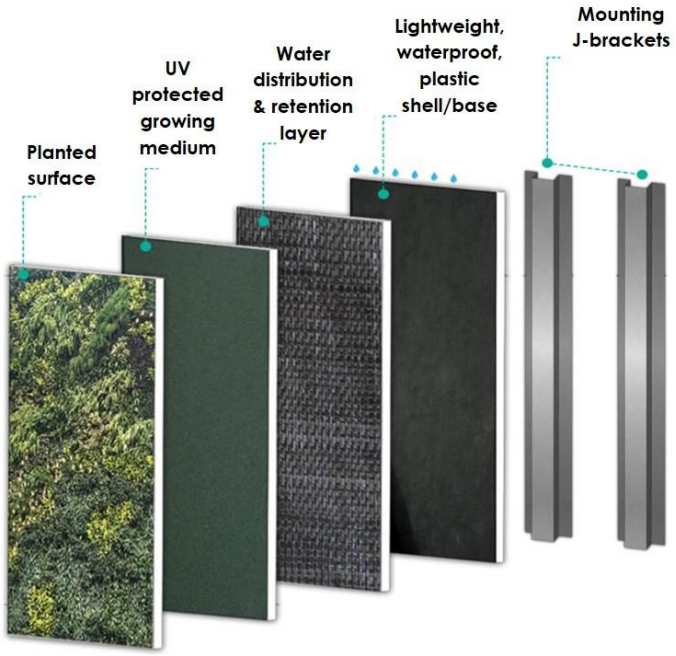
INSTALLATION:

- A living wall can be incorporated into the project at any point in time.
- Living wall panels are pre-planted at the nursery.
- 2-STEP installation on-site includes mounting brackets and setting up irrigation, followed by mounting the pre-planted panels.
- Transferable to an alternative location.

MAINTENANCE:

- 30-day complimentary post-installation monitoring and maintenance.
- Alternative maintenance packages (Monthly, Bi-Monthly).
- Exclusive Remote IQ Monitoring, collecting real-time data: moisture, temperature, and light.
- Minimum plant replacement rates.

V. PRODUCT SPECIFICATION



- Standard hydroponic (no soil) panel size: 3' 3"W X 8' 3" H.
- Plants per panel: 6 pockets x 16 rows, 96 pockets/plants, 4"-6" size planting material.
- Perimeter is framed by standard metal framing/trim. Custom framing is available upon request.





VI. STANDARD IRRIGATION EQUIPMENT REQUIREMENTS and SPECIFICATIONS

Below are the standard requirements for Miami Vertical Garden Inc. to integrate the living wall system into the building:

IRRIGATION:

- Irrigation Cycle: Fully automated and calibrated based on the installation size to ensure efficiency and uniformity.
- Water Supply:
  - Source must be from an irrigation water line.
  - If using a regular water line, a backflow preventer or check valve is mandatory and must be coordinated with the Technical Director.
- Piping Requirements:
  - Each living wall installation requires a dedicated ½" PVC line.
  - For multiple installations at one property, separate lines are required.
- Water Pressure: Minimum 35 PSI in the supply pipe.
- Waterline Location: Must be within either corner of the living wall's designated area.
- Irrigation Equipment Space:
  - Allocate 36" W x 48" H x 14" D space.
  - Provide an electric outlet in this location.

DRAINAGE

- Drainage:
  - Requires a ¾" PVC drain line connected to a nearby drain access.
- The system saturates the growing medium without creating consistent water flow.
- Residual Water Management:
  - A 6"H built-in drip tray/gutter collects residual water.
  - This water is efficiently drained to the sewer.

ASSUMPTIONS

- **Initial proposals default to an open-loop irrigation type, with the final system determined during the property visit, subject to budget approval.**
- **Miami Vertical Garden Inc. ensures flexible solutions tailored to each project.**

VII. SAMPLE IRRIGATION SET UP

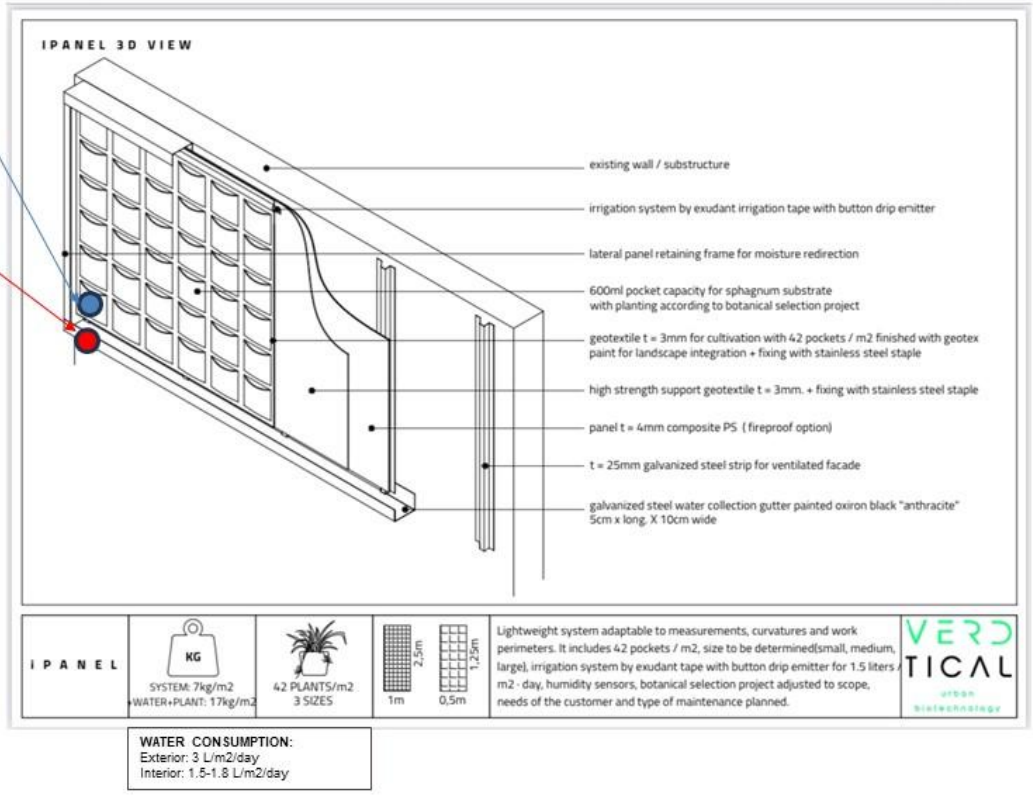
Irrigation and drainage location

WATER: 1/2" PVC water line Located in any of 4 corners of the wall.

DRAINAGE: 3/4" PVC drain line, located within the gutter.
The gutter should have a pitch toward the drain line in either corner.

WEIGHT: Planted, saturated system weight: 3.7 lb / SF

WATER CONSUMPTION:
0.05-0.07 Gallon / SF/ Day



WATER CONSUMPTION:
Exterior: 3 L/m2/day
Interior: 1.5-1.8 L/m2/day





VIII. RECOMMENDED LIGHT FIXTURES FOR INTERIOR INSTALLATION

SITE VISIT

A site visit and consultation with the project team are required to finalize the lighting specifications. This ensures the lighting setup is tailored to the project's unique needs, including optimal placement and performance.

RECOMMENDED LIGHT FIXTURE

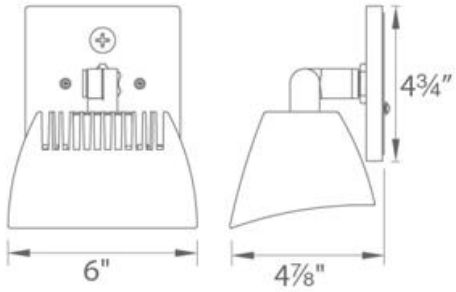
Brand: Juno

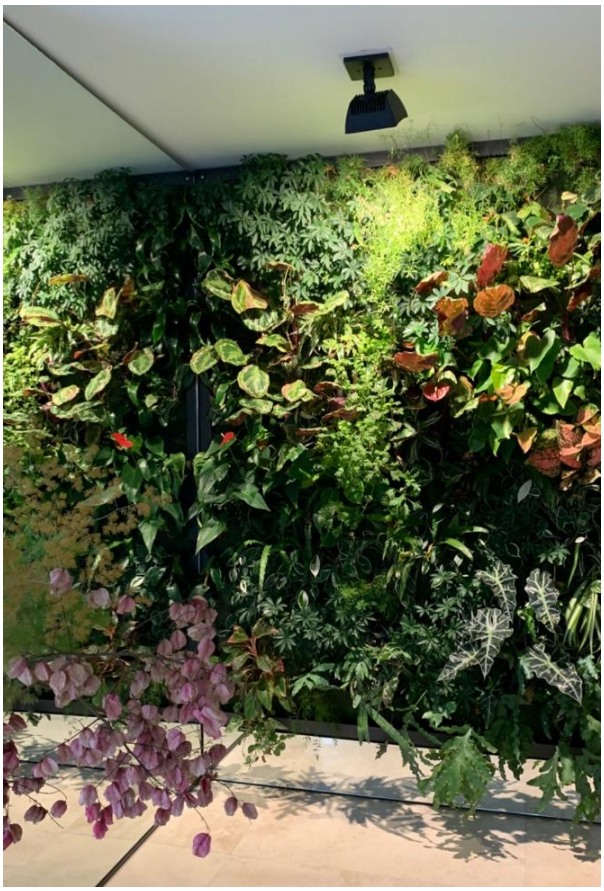
Key Features:

- Energy Efficiency: Utilizes ceramic metal halide lamps for reduced energy consumption.
- Voltage Options: Available in 120 or 277 volts to suit various installations.
- Focus Adjustment: Equipped with internal or wrench-lock focus for precise light direction.
- Accessory Cartridge: Allows for easy customization and accessory additions.
- Beam Options:
  - 17° Spot for focused illumination.
  - 36° Flood for broader light coverage.
- Safety: Includes a glass safety shield to protect the fixture and surroundings.
- Mounting Options: Flexible mounting solutions with three color choices:
  - Bronze
  - Black
  - White

This combination of energy efficiency, versatility, and safety ensures optimal lighting performance for interior installations.







IX. DECORATIVE FINISHING FRAMING / TRIM

STANDARD OPTIONS

- Side Framing and Gutter: Uniform design with a standard Bronze color.

CUSTOMIZATION

- Decorative Framing and Colors: Custom options are available upon request and are subject to additional costs. This allows for personalized aesthetics to align with the project's design requirements.





Trim Width (Front view)



Trim Depth (Side view)

X. DESIGN & PLANT SELECTION

PLANT SELECTION CRITERIA

- The selection of plants is based on the specific requirements of the installation location, including factors such as sun exposure and natural lighting.

PLANT DETAILS

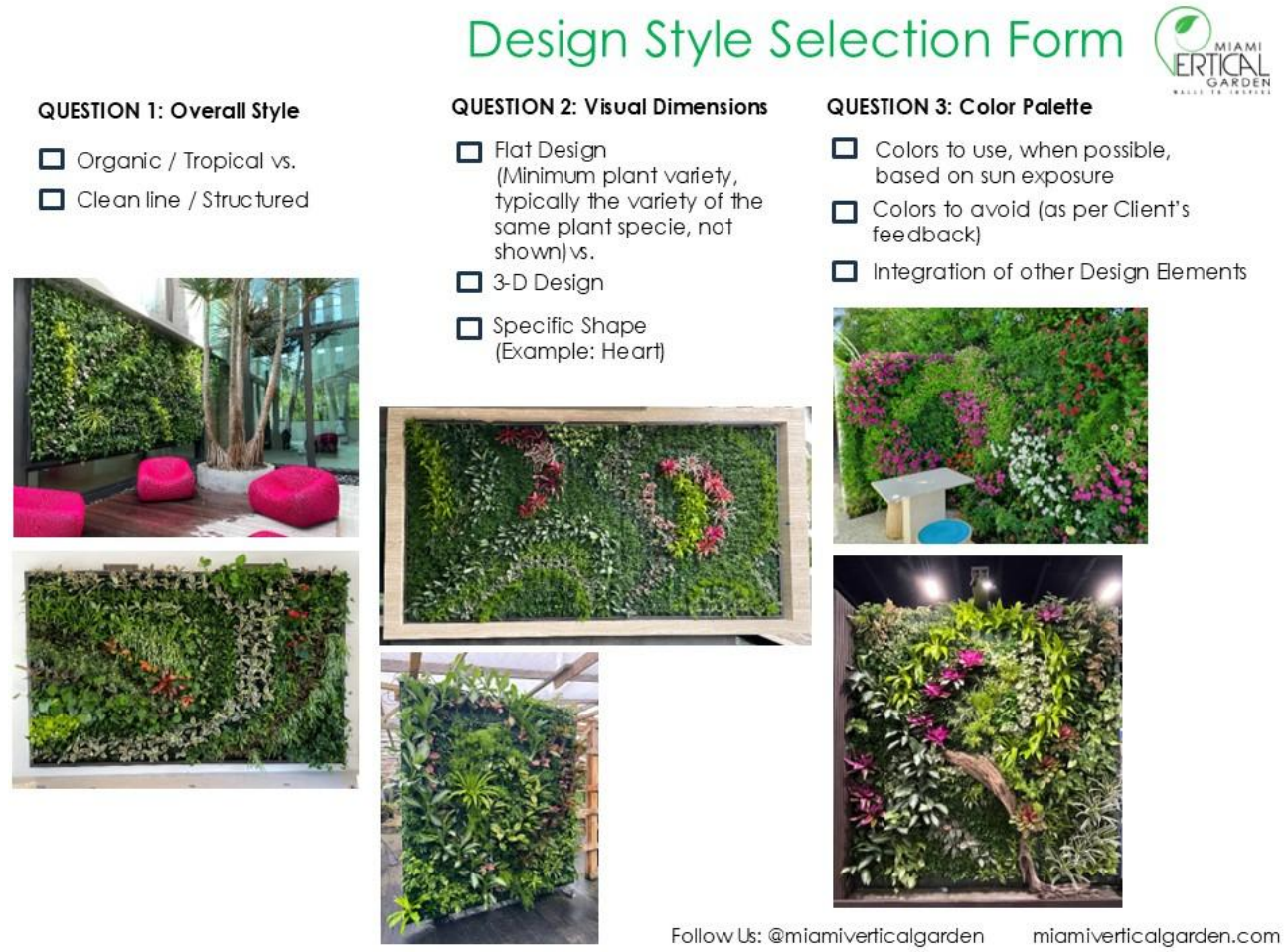
- A variety of 4-6-inch pot tropical plants are utilized to ensure a lush and vibrant appearance.
- The selection process incorporates more than 50 top-performing plant species specifically curated for living walls.

ESTIMATE AND DESIGN PROCESS

- The plant selection does not impact the project estimate.
- Once the project is approved, the Design Questionnaire captures the client's preferences. These preferences are integrated into the final design while adhering to site-specific factors.

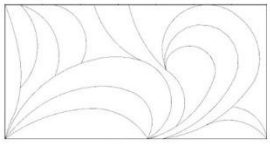
NOTE: This is not a design proposal but an overview of the plant selection approach to ensure optimal performance and aesthetics for living walls.

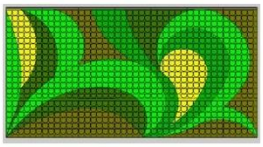
XI. LIVING WALL DESIGN QUESTIONNAIRE



XII. OUR PROCESS

Site Analysis → Design → Preplanting off site → Hardware & Irrigation Set up on site → Panel Installation → Maintenance











XIII. MAINTENANCE:

SPECIALIZED SERVICE

- Living wall maintenance is a specialized service and should not be treated as standard landscaping, particularly regarding irrigation control and system optimization.

REMOTE MONITORING

- IQ Technology: Enables remote monitoring of the three most critical factors for living wall health:
  - Moisture: Ensures consistent hydration of the growing medium.
  - Temperature: Maintains optimal environmental conditions for plant growth.
  - Lighting: Monitors light levels to ensure the plants receive adequate exposure.
- Benefits
  - Eco-System Control: Provides comprehensive oversight of the living wall's conditions.
  - Water Conservation: Minimizes water usage through precise irrigation.
  - Plant Health: Reduces plant failure and replacement rates by maintaining ideal conditions.

This cutting-edge technology ensures the long-term success and sustainability of your living wall installation.

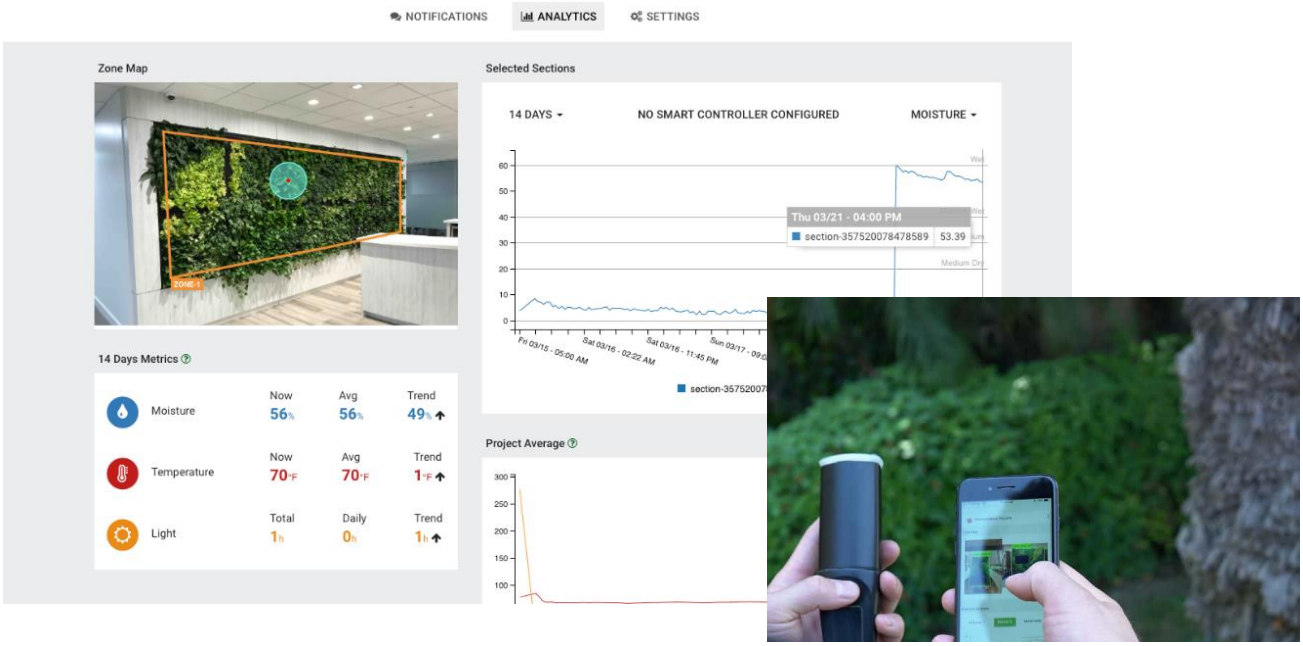
MAINTENANCE PLAN OVERVIEW

- Detailed terms and conditions are outlined in a separate document titled "Maintenance Plan."

MAINTENANCE OPTIONS

Miami Vertical Garden Inc. offers alternative maintenance packages to suit varying client needs:

- **Monthly Maintenance:**
  - Includes remote monitoring.
  - Preferred by residential clients.
  - Offers a Full-Service Warranty for comprehensive coverage.
- **Bi-Monthly Maintenance:**
  - Recommended for large-scale commercial property installations.
  - Limited Warranty.



XIV. ESTIMATE: TURN-KEY LIVING WALL INSTALLATION:

DATE:	February 11, 2026
CLIENT:	Friseta Davis Administrative Services Manager Utilities Department City of Cooper City 9070 SW 51st Street Cooper City, FL 33328-4227 Telephone: 954-434-2300 #304 Email: FDavis@coopercity.gov
SOURCE:	Call
ARCHITECT/DESIGNER	NA
GENERAL CONTRACTOR/ESTIMATOR:	TBD
PROPERTY MANAGER:	NA
PROJECT ADDRESS:	TBD: Cooper City

Wrap PRO System				
Item	**Description**	**Quantity**	**Rate**	**Total**
Pocket-based Hydroponic Wrap PRO System	Per square foot.	378	$66.00	$24,948.00
J-brackets, Standard Gutter, and Trim/Framing	System element to attach living wall panels to the wall and perimeter framing. Standard metal trim/framing included. Custom framing (material or color) is TBD and priced separately. Additional fees may apply if major customization is required.	1	$3,400.00	$3,400.00
Free-standing structure	NA	1	$0.00	$0.00
Complete Irrigation System	Includes irrigation equipment set and standard gutter. Custom gutter is TBD and priced separately.	1 system	$2,500.00	$2,500.00
Decorative Perimeter Trim/Framing	As per project design.	TBD with GC	$0.00	$0.00
Plant Material: Living Wall Tropical Assortment based on the sun exposure	Average of 4 plants per square foot.	316	$35.00	$11,060.00
Planting Labor	Planting labor per square foot.	316	$12.00	$3,792.00
Installation Labor	Installation labor per square foot, includes panel customization.	378	$15.00	$5,670.00

Material Delivery	Delivery fee for Miami-Dade and Broward counties.	1	$850.00	$850.00
Scaffold (when applicable)	As per project needs, to be determined with general contractor (GC).	TBD with GC	$0.00	$0.00
Design Fee	Flat fee for design services.	1	$550.00	$550.00
Lighting	Recommended for all interior installations. Not included in this estimate.	TBD with GC	$0.00	$0.00
Plumbing Labor	MVG will connect irrigation equipment to the provided water and drain lines in the designated "Equipment Box Area." Costs TBD if no general contractor is involved.	TBD with GC	$0.00	$0.00
Electric Labor	MVG will connect to the provided outlet in the designated "Equipment Box Area." Costs TBD if no general contractor is involved.	TBD with GC	$0.00	$0.00
Additional Input	Shop drawings, renderings, wind calculations, and insurance beyond standard are not included and priced separately when requested.	TBD	$0.00	$0.00
First Month Quality Control	Irrigation calibration to ensure full plant adaptation.	Complimentary	$0.00	$0.00
30-Day Post-Installation Remote Monitoring Service	Complimentary remote monitoring for 30 days post-installation.	Complimentary	$0.00	$0.00
30-Day Post-Installation Maintenance Service	Complimentary maintenance service for 30 days post-installation.	Complimentary	$0.00	$0.00
Customization Fee (Beyond Standard)	Any additional customization beyond standard is priced at 20% of the additional work required.	TBD	$0.00	$0.00
TOTAL				**$52,770.00**

XV. ADDITIONAL TERMS:

PROJECT TIMELINE

- LEED Time: Estimated at 6-12 weeks, depending on inventory availability.

PAYMENT TERMS

- Deposit: 75% of the project cost is due upon signing the proposal.
- Balance: 25% of the project cost is due upon project completion.

LATE PAYMENT POLICY

- A 10% late fee will be charged monthly for payments not made within the 21-day payment cycle.

PROJECT CANCELLATION POLICY

- If the project is canceled after the proposal has been executed the 50% deposit is non-refundable.

INSTALLATION COMPLETION

- Targeted Completion Date: _____
- A written installation notice must be emailed to info@miamiverticalgarden.com 4 weeks prior to the expected turn-key completion date.
- Miami Vertical Garden Inc. will confirm the exact installation date in writing.

INSTALLATION DELAYS

- If the client delays the confirmed installation schedule for any reason:
  - A maintenance fee will be charged for storing and maintaining the living wall at the nursery.

XVI. ADDITIONAL PROJECT NOTES:

_____
_____
_____
_____
_____

FOR ACCEPTANCE OF PROPOSAL PLEASE SIGN BELOW

CUSTOMER:	**MIAMI VERTICAL GARDEN INC.**
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Signature: _____	**Signature:** _____
Date: _____	**Date:** _____

IMPORTANT! CLIENT: BE AWARE!

Over the past four years, we've received numerous requests to rejuvenate and service installations by other companies, often soil-based systems with drip irrigation and stackable plastic planters. The choice of a living wall system is critical for both short- and long-term success. Based on our expertise, consider the following key questions before making your decision:

1. **System Type**: Trays/planters with soil, pockets with soil, or hydroponic (soil-free)?
2. **Irrigation**: Drip vs. sweat irrigation—impacting water efficiency and distribution.
3. **Lighting**: Is additional lighting needed for interior installations?
4. **Installation Costs**: Are irrigation and plants included in the quote? Does it account for drainage and lighting?
5. **Maintenance Coverage**: Fixed-rate plans vs. service fees with variable plant costs.
6. **Maintenance Frequency**: Monthly service is essential and sufficient for consistent quality.
7. **Plant Replacement Rates**: How long will plants last without replacement?
8. **Plant Longevity**: Verify life expectancy with vendor-provided performance images.
9. **Warranties**: Understand system and equipment warranties versus plant warranties.
10. **Plant Selection**: Tailored to lighting and sun exposure to reduce replacements.
11. **Remote Monitoring**: Does the system support modern irrigation monitoring technologies?
12. **Drainage**: Is there a reliable setup to prevent stagnation and mold?
13. **First Maintenance Service**: Ensure early maintenance for long-term success.
14. **Emergency Procedures**: Is there a plan for system failures, like power outages?

Living wall installations are a luxury product requiring expert care. These questions will help you make an informed and justified decision.







Pricing is valid for 30 days. Acceptance upon deposit receipt

DATE:	February 11, 2026
CLIENT:	Friseta Davis Administrative Services Manager Utilities Department City of Cooper City 9070 SW 51st Street Cooper City, FL 33328-4227 Telephone: 954-434-2300 #304 Email: FDavis@coopercity.gov
SOURCE:	Call
ARCHITECT/DESIGNER	NA
GENERAL CONTRACTOR/ESTIMATOR:	TBD
PROPERTY MANAGER:	NA
PROJECT ADDRESS:	TBD: Cooper City

I. PROJECT INPUT

PROPERTY TYPE

- ☐ Residential
- ☐ Commercial
- ☐ Condo Building
- ☐ Retail
- ☐ Hospitality / Resort
- ☐ Restaurant
- ☐ Educational
- ☐ Medical
- ☐ Entertainment
- ■ Other: City Public access facilities

BUILDING CONDITION / CONSTRUCTION STAGE

- ☐ Project Planning Phase (Preconstruction)
- ☐ New Construction
- ☐ Renovation
- ■ Existing Building

LIVING WALL APPLICATION

- ☐ Interior:
- ■ Exterior:
- ☐ Sun Exposure / Natural Lighting: TBD
- ☐ Other
- ☐ Short-term Event/Lease

LIVING WALL DIMENSIONS

LIVING WALL SYSTEM	Description	Width (Feet)	Height (Feet)	Panel Layout	Number of Sections	Total Surface (SF)
WRAP PRO System	**ALTERNARIVE 3** **LIVING WALL 1:**	23'10"	12' 4 ½"	7.3 x 1.5 = 11 Panels	NA	**PANEL SURFACE: 11 Panels = 297 SF** **PLANTED SURFACE: Same**

ASSUMPTIONS:

- **The living wall and/or its sections are directly connected to the water line and drain line or open ground landscaping.**
- **There are no major construction obstacles and/or customization requirements.**
- **The general contractor has provided:**
  - **A waterline with sufficient pressure.**
  - **Water is not chemically treated and not "Sort Water".**
  - **A drainage line capable of accommodating the living wall.**
  - **Adequate space for the installation of required equipment and hardware.**

NOTE: Any deviation from these assumptions may result in additional costs or adjustments to the project timeline.

II. SITE/ CLIENT IMAGES / INSPIRATION / RENDERINGS

The image indicates the total area. The exact placement of the vertical garden will be determined based on the approved dimensions.



III. PORTFOLIO

For more portfolio installations and behind-the-scenes videos and images, please visit:

INSTAGRAM: @miamiverticalgarden **WEBSITE: miamiverticalgarden.com**



IV. AN OVERVEW: WHAT YOU ARE GETTING

SYSTEM:

- 7-Year living wall system warranty.
- Proven, reliable, sustainable for INTERIOR & EXTERIOR applications.
- Soil-FREE hydroponic living wall system.
- Hydroponic growing medium: sphagnum moss does not dry as fast or leach as soil or soil-like substrates in potted containers/planters/trays. Sphagnum moss is a natural lightweight material that absorbs and stores up to 26 times its dry weight in water, creating a sustainable growing medium for long-term plant performance.
- Lighter weight compared to any soil-based living wall system.
- Waterproof, self-contained living wall panel.
- No surface moisture: moisture is absorbed by the growing medium and locked within the panel.
- No seasonal plant replacement needed.

IRRIGATION:

- Automated irrigation with precision on a calibrated timer.
- Advanced sweat irrigation vs. drip irrigation, ensuring even water distribution on vertical surfaces.
- Minimized water usage.
- No water dripping, misting, or spraying from any external or visible source; all irrigation lines are hidden within the living wall panel.
- No visible irrigation pipes or lines.
- No water accumulation or open water sources, unlike planter/container-based living walls.
- Seamless drainage setup.
- No overwatering, eliminating rotting smells.
- No mosquito accumulation or breeding due to no water stagnation.

DESIGN:

- Maximum plant selection based on project location.
- Immediate full look with no visible hardware or planting system. Plant material of 4"-6" pot size is used to create a lush, finished full look with years to mature.
- Variety of decorative custom framing.

LIGHTING:

- Special lighting ensures the success of installations. Lighting is required for all interior installations to promote healthy plant growth.

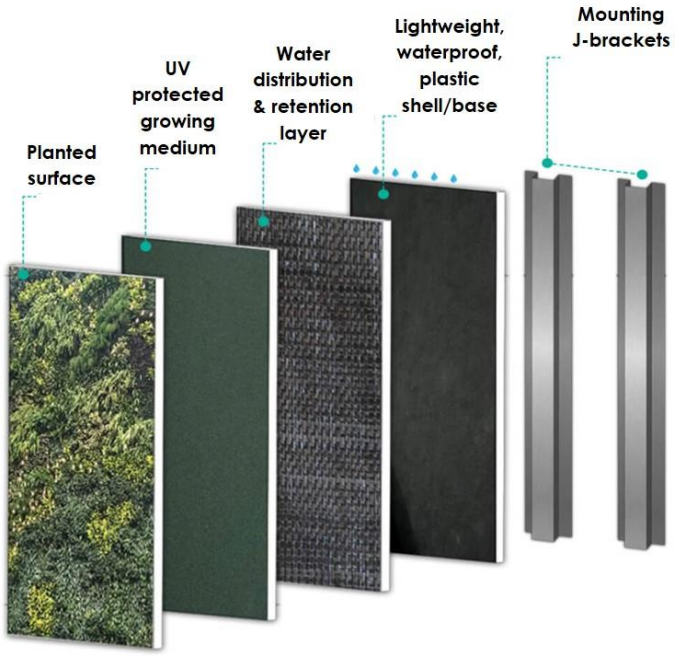
INSTALLATION:

- A living wall can be incorporated into the project at any point in time.
- Living wall panels are pre-planted at the nursery.
- 2-STEP installation on-site includes mounting brackets and setting up irrigation, followed by mounting the pre-planted panels.
- Transferable to an alternative location.

MAINTENANCE:

- 30-day complimentary post-installation monitoring and maintenance.
- Alternative maintenance packages (Monthly, Bi-Monthly).
- Exclusive Remote IQ Monitoring, collecting real-time data: moisture, temperature, and light.
- Minimum plant replacement rates.

V. PRODUCT SPECIFICATION



- Standard hydroponic (no soil) panel size: 3' 3"W X 8' 3" H.
- Plants per panel: 6 pockets x 16 rows, 96 pockets/plants, 4"-6" size planting material.
- Perimeter is framed by standard metal framing/trim. Custom framing is available upon request.





VI. STANDARD IRRIGATION EQUIPMENT REQUIREMENTS and SPECIFICATIONS

Below are the standard requirements for Miami Vertical Garden Inc. to integrate the living wall system into the building:

IRRIGATION:

- Irrigation Cycle: Fully automated and calibrated based on the installation size to ensure efficiency and uniformity.
- Water Supply:
  - Source must be from an irrigation water line.
  - If using a regular water line, a backflow preventer or check valve is mandatory and must be coordinated with the Technical Director.
- Piping Requirements:
  - Each living wall installation requires a dedicated ½" PVC line.
  - For multiple installations at one property, separate lines are required.
- Water Pressure: Minimum 35 PSI in the supply pipe.
- Waterline Location: Must be within either corner of the living wall's designated area.
- Irrigation Equipment Space:
  - Allocate 36" W x 48" H x 14" D space.
  - Provide an electric outlet in this location.

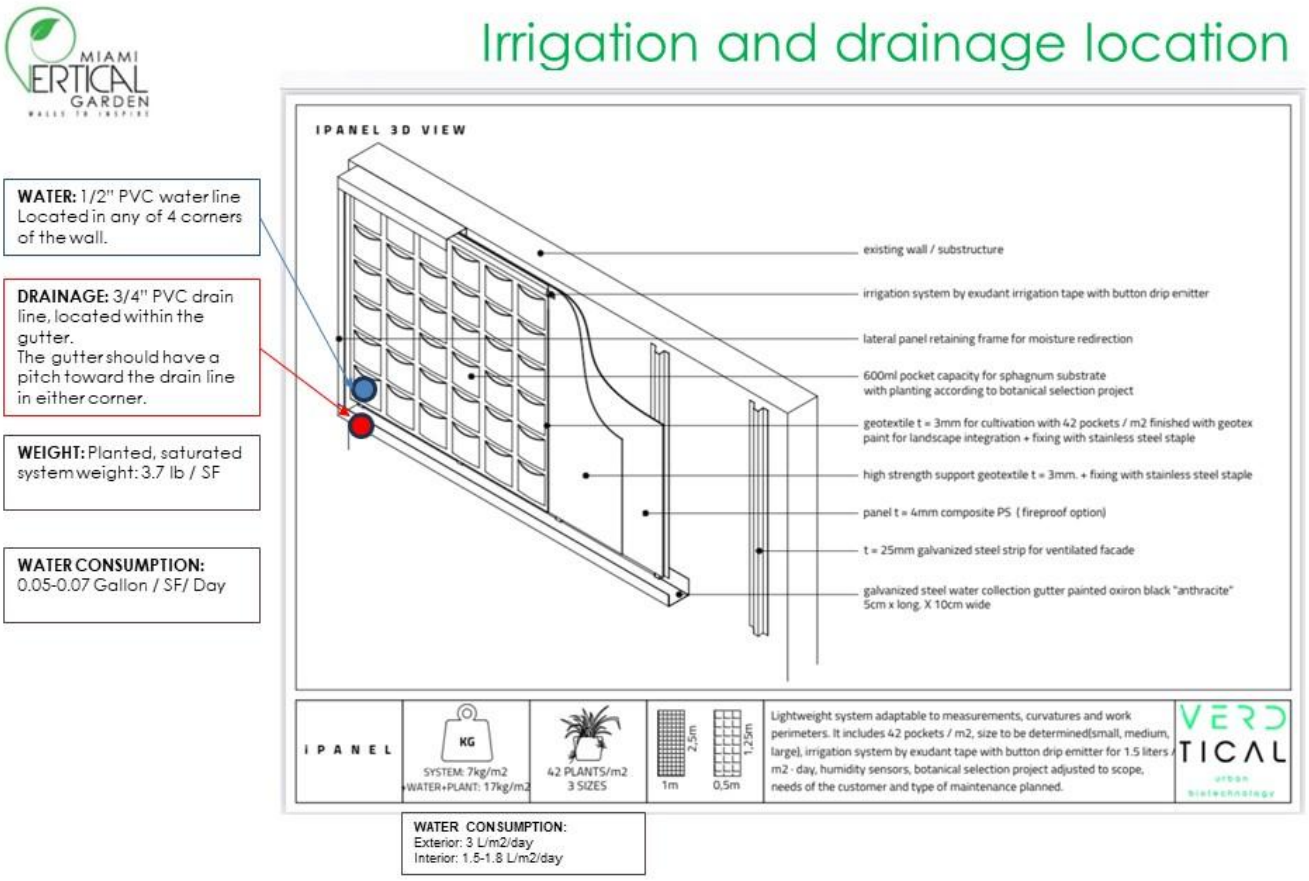
DRAINAGE

- Drainage:
  - Requires a ¾" PVC drain line connected to a nearby drain access.
- The system saturates the growing medium without creating consistent water flow.
- Residual Water Management:
  - A 6"H built-in drip tray/gutter collects residual water.
  - This water is efficiently drained to the sewer.

ASSUMPTIONS

- **Initial proposals default to an open-loop irrigation type, with the final system determined during the property visit, subject to budget approval.**
- **Miami Vertical Garden Inc. ensures flexible solutions tailored to each project.**

VII. SAMPLE IRRIGATION SET UP







VIII. RECOMMENDED LIGHT FIXTURES FOR INTERIOR INSTALLATION

SITE VISIT

A site visit and consultation with the project team are required to finalize the lighting specifications. This ensures the lighting setup is tailored to the project's unique needs, including optimal placement and performance.

RECOMMENDED LIGHT FIXTURE

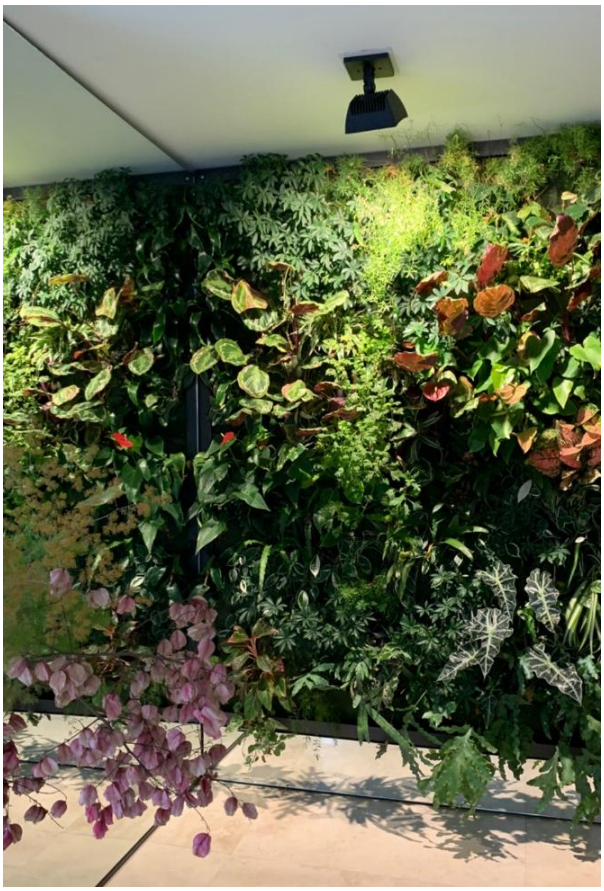
Brand: Juno

Key Features:

- Energy Efficiency: Utilizes ceramic metal halide lamps for reduced energy consumption.
- Voltage Options: Available in 120 or 277 volts to suit various installations.
- Focus Adjustment: Equipped with internal or wrench-lock focus for precise light direction.
- Accessory Cartridge: Allows for easy customization and accessory additions.
- Beam Options:
  - 17° Spot for focused illumination.
  - 36° Flood for broader light coverage.
- Safety: Includes a glass safety shield to protect the fixture and surroundings.
- Mounting Options: Flexible mounting solutions with three color choices:
  - Bronze
  - Black
  - White

This combination of energy efficiency, versatility, and safety ensures optimal lighting performance for interior installations.





IX. DECORATIVE FINISHING FRAMING / TRIM

STANDARD OPTIONS

- Side Framing and Gutter: Uniform design with a standard Bronze color.

CUSTOMIZATION

- Decorative Framing and Colors: Custom options are available upon request and are subject to additional costs. This allows for personalized aesthetics to align with the project's design requirements.





Trim Width (Front view)



Trim Depth (Side view)

X. DESIGN & PLANT SELECTION

PLANT SELECTION CRITERIA

- The selection of plants is based on the specific requirements of the installation location, including factors such as sun exposure and natural lighting.

PLANT DETAILS

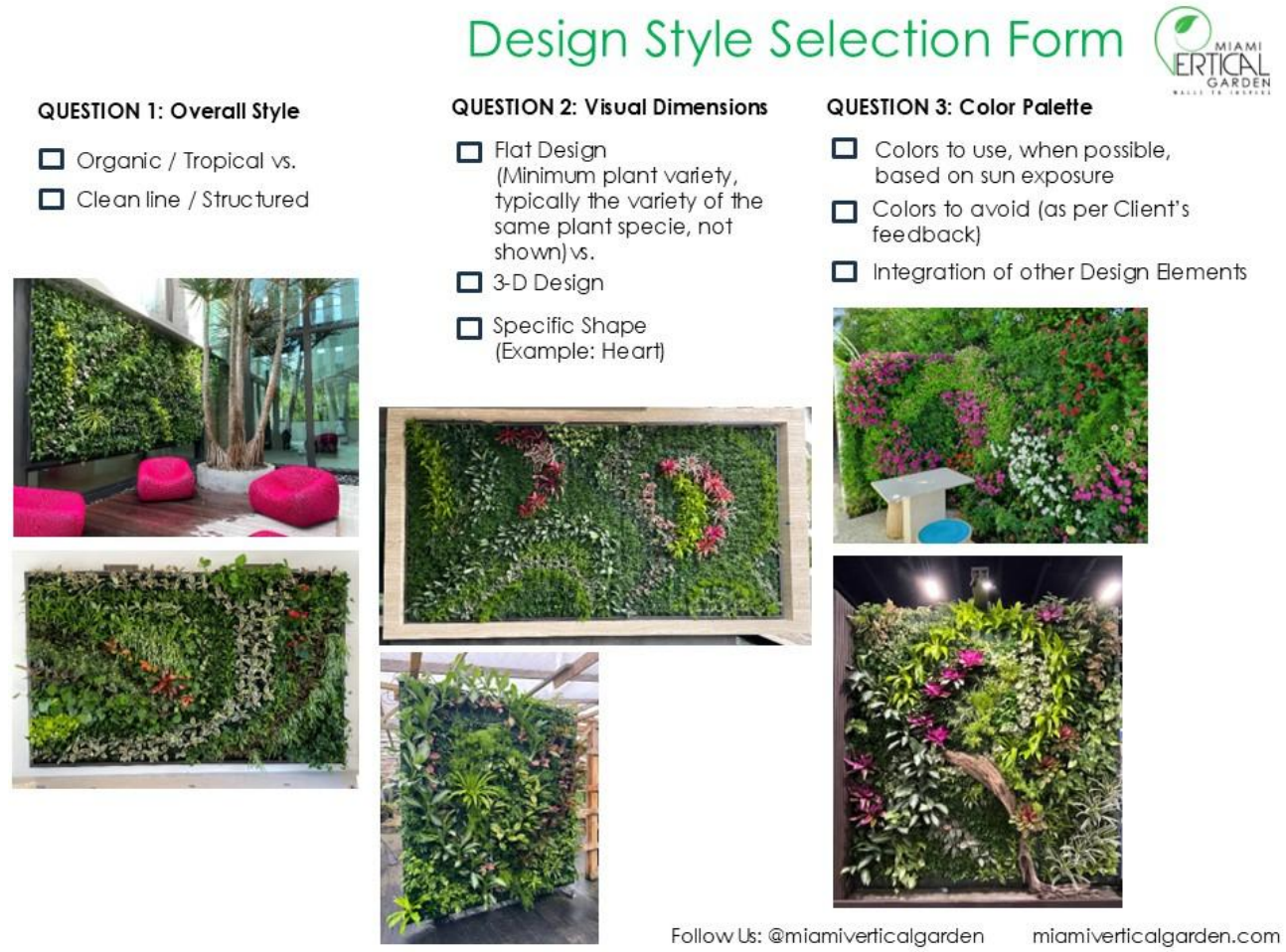
- A variety of 4-6-inch pot tropical plants are utilized to ensure a lush and vibrant appearance.
- The selection process incorporates more than 50 top-performing plant species specifically curated for living walls.

ESTIMATE AND DESIGN PROCESS

- The plant selection does not impact the project estimate.
- Once the project is approved, the Design Questionnaire captures the client's preferences. These preferences are integrated into the final design while adhering to site-specific factors.

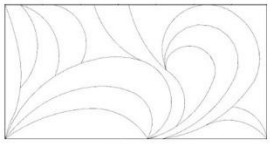
NOTE: This is not a design proposal but an overview of the plant selection approach to ensure optimal performance and aesthetics for living walls.

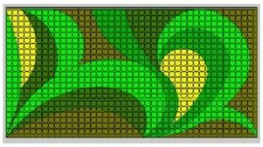
XI. LIVING WALL DESIGN QUESTIONNAIRE



XII. OUR PROCESS

Site Analysis → Design → Preplanting off site → Hardware & Irrigation Set up on site → Panel Installation → Maintenance











XIII. MAINTENANCE:

SPECIALIZED SERVICE

- Living wall maintenance is a specialized service and should not be treated as standard landscaping, particularly regarding irrigation control and system optimization.

REMOTE MONITORING

- IQ Technology: Enables remote monitoring of the three most critical factors for living wall health:
  - Moisture: Ensures consistent hydration of the growing medium.
  - Temperature: Maintains optimal environmental conditions for plant growth.
  - Lighting: Monitors light levels to ensure the plants receive adequate exposure.
- Benefits
  - Eco-System Control: Provides comprehensive oversight of the living wall's conditions.
  - Water Conservation: Minimizes water usage through precise irrigation.
  - Plant Health: Reduces plant failure and replacement rates by maintaining ideal conditions.

This cutting-edge technology ensures the long-term success and sustainability of your living wall installation.

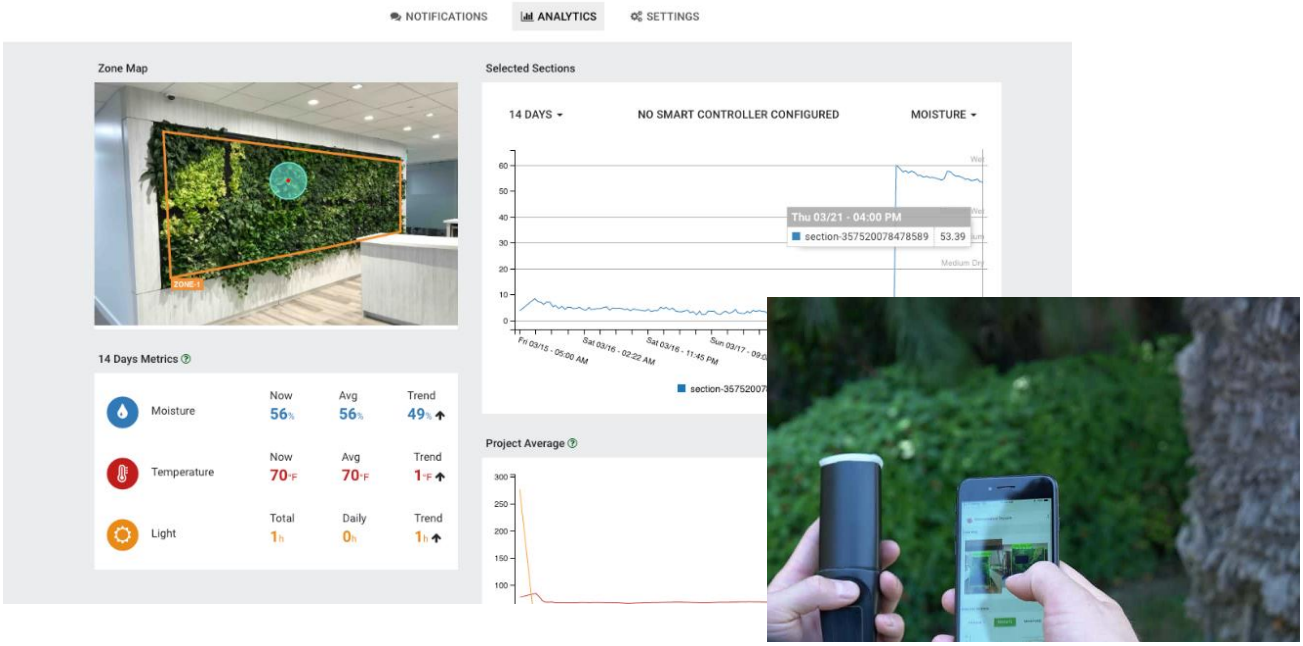
MAINTENANCE PLAN OVERVIEW

- Detailed terms and conditions are outlined in a separate document titled "Maintenance Plan."

MAINTENANCE OPTIONS

Miami Vertical Garden Inc. offers alternative maintenance packages to suit varying client needs:

- **Monthly Maintenance:**
  - Includes remote monitoring.
  - Preferred by residential clients.
  - Offers a Full-Service Warranty for comprehensive coverage.
- **Bi-Monthly Maintenance:**
  - Recommended for large-scale commercial property installations.
  - Limited Warranty.



XIV. ESTIMATE: TURN-KEY LIVING WALL INSTALLATION:

DATE:	February 11, 2026
CLIENT:	Friseta Davis Administrative Services Manager Utilities Department City of Cooper City 9070 SW 51st Street Cooper City, FL 33328-4227 Telephone: 954-434-2300 #304 Email: FDavis@coopercity.gov
SOURCE:	Call
ARCHITECT/DESIGNER	NA
GENERAL CONTRACTOR/ESTIMATOR:	TBD
PROPERTY MANAGER:	NA
PROJECT ADDRESS:	TBD: Cooper City

Wrap PRO System				
Item	**Description**	**Quantity**	**Rate**	**Total**
Pocket-based Hydroponic Wrap PRO System	Per square foot.	297	$66.00	$19,602.00
J-brackets, Standard Gutter, and Trim/Framing	System element to attach living wall panels to the wall and perimeter framing. Standard metal trim/framing included. Custom framing (material or color) is TBD and priced separately. Additional fees may apply if major customization is required.	1	$3,400.00	$3,400.00
Free-standing structure	NA	1	$0.00	$0.00
Complete Irrigation System	Includes irrigation equipment set and standard gutter. Custom gutter is TBD and priced separately.	1 system	$2,500.00	$2,500.00
Decorative Perimeter Trim/Framing	As per project design.	TBD with GC	$0.00	$0.00
Plant Material: Living Wall Tropical Assortment based on the sun exposure	Average of 4 plants per square foot.	297	$35.00	$10,395.00
Planting Labor	Planting labor per square foot.	297	$12.00	$3,564.00
Installation Labor	Installation labor per square foot, includes panel customization.	297	$15.00	$4,455.00

Material Delivery	Delivery fee for Miami-Dade and Broward counties.	1	$850.00	$850.00
Scaffold (when applicable)	As per project needs, to be determined with general contractor (GC).	TBD with GC	$0.00	$0.00
Design Fee	Flat fee for design services.	1	$550.00	$550.00
Lighting	Recommended for all interior installations. Not included in this estimate.	TBD with GC	$0.00	$0.00
Plumbing Labor	MVG will connect irrigation equipment to the provided water and drain lines in the designated "Equipment Box Area." Costs TBD if no general contractor is involved.	TBD with GC	$0.00	$0.00
Electric Labor	MVG will connect to the provided outlet in the designated "Equipment Box Area." Costs TBD if no general contractor is involved.	TBD with GC	$0.00	$0.00
Additional Input	Shop drawings, renderings, wind calculations, and insurance beyond standard are not included and priced separately when requested.	TBD	$0.00	$0.00
First Month Quality Control	Irrigation calibration to ensure full plant adaptation.	Complimentary	$0.00	$0.00
30-Day Post-Installation Remote Monitoring Service	Complimentary remote monitoring for 30 days post-installation.	Complimentary	$0.00	$0.00
30-Day Post-Installation Maintenance Service	Complimentary maintenance service for 30 days post-installation.	Complimentary	$0.00	$0.00
Customization Fee (Beyond Standard)	Any additional customization beyond standard is priced at 20% of the additional work required.	TBD	$0.00	$0.00
TOTAL				**$45,316.00**

XV. ADDITIONAL TERMS:

PROJECT TIMELINE

- LEED Time: Estimated at 6-12 weeks, depending on inventory availability.

PAYMENT TERMS

- Deposit: 75% of the project cost is due upon signing the proposal.
- Balance: 25% of the project cost is due upon project completion.

LATE PAYMENT POLICY

- A 10% late fee will be charged monthly for payments not made within the 21-day payment cycle.

PROJECT CANCELLATION POLICY

- If the project is canceled after the proposal has been executed the 50% deposit is non-refundable.

INSTALLATION COMPLETION

- Targeted Completion Date: _____
- A written installation notice must be emailed to info@miamiverticalgarden.com 4 weeks prior to the expected turn-key completion date.
- Miami Vertical Garden Inc. will confirm the exact installation date in writing.

INSTALLATION DELAYS

- If the client delays the confirmed installation schedule for any reason:
  - A maintenance fee will be charged for storing and maintaining the living wall at the nursery.

XVI. ADDITIONAL PROJECT NOTES:

_____
_____
_____
_____
_____

FOR ACCEPTANCE OF PROPOSAL PLEASE SIGN BELOW

CUSTOMER:	**MIAMI VERTICAL GARDEN INC.**
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Signature: _____	**Signature:** _____
Date: _____	**Date:** _____

IMPORTANT! CLIENT: BE AWARE!

Over the past four years, we've received numerous requests to rejuvenate and service installations by other companies, often soil-based systems with drip irrigation and stackable plastic planters. The choice of a living wall system is critical for both short- and long-term success. Based on our expertise, consider the following key questions before making your decision:

1. **System Type**: Trays/planters with soil, pockets with soil, or hydroponic (soil-free)?
2. **Irrigation**: Drip vs. sweat irrigation—impacting water efficiency and distribution.
3. **Lighting**: Is additional lighting needed for interior installations?
4. **Installation Costs**: Are irrigation and plants included in the quote? Does it account for drainage and lighting?
5. **Maintenance Coverage**: Fixed-rate plans vs. service fees with variable plant costs.
6. **Maintenance Frequency**: Monthly service is essential and sufficient for consistent quality.
7. **Plant Replacement Rates**: How long will plants last without replacement?
8. **Plant Longevity**: Verify life expectancy with vendor-provided performance images.
9. **Warranties**: Understand system and equipment warranties versus plant warranties.
10. **Plant Selection**: Tailored to lighting and sun exposure to reduce replacements.
11. **Remote Monitoring**: Does the system support modern irrigation monitoring technologies?
12. **Drainage**: Is there a reliable setup to prevent stagnation and mold?
13. **First Maintenance Service**: Ensure early maintenance for long-term success.
14. **Emergency Procedures**: Is there a plan for system failures, like power outages?

Living wall installations are a luxury product requiring expert care. These questions will help you make an informed and justified decision.





Miami Vertical Garden Inc.
info@miamiverticalgarden.com
www.miamiverticalgarden.com
PO Box 552 Miami FL 33257
T: 305-562-5864

WARRANTY AND MAINTENANCE STATEMENT

1. INSTALLATION REQUIREMENTS:

It is critical that the living wall is to be installed under the following conditions:

1.1. The pre-planted living wall panel is a finished product to be installed on-site. It is an installation of the live fragile decorative art.

1.2. The living wall installation area is only ready for the installation of the pre-planted living wall panels when all dust and debris, paint spraying related construction activities have been concluded in the area and adjacent areas, such as grinding, paint spaying, pressure cleaning, digging, compacting. Those activities may affect the plant adaptation and is likely to cause plant damage.

1.3. The living wall installation requires uninterrupted electric power. Any minor, including testing, power outages will result in irrigation system reset and require manual recalibration. Such situations are treated as emergency and requires service at extra cost to minimize damage caused by the third party.

1.4. The living wall installation requires uninterrupted water supply. Any minor, including testing, water stoppage by the third party may cause the living wall damage. Turning the water on and off during the construction activities can create undetectable living wall failure. Such situations are treated as emergency and requires service at extra cost to minimize damage caused by the third party.

2. COMPLIMENTARY 30-DAY POST-INSTALLATION SERVICE:

30-Day Complimentary Post-installation includes:

2.1. 24/7 remote monitoring via Remote monitoring sensor

2.2. Week 2 upon installation – Quality Control visit #1

2.3. Week 4 upon installation – Quality Control visit #2 and Full maintenance.

2.4. Thereafter Regular Monthly Maintenance as per regular Monthly Maintenance Plan terms.

The living wall is ready for the Final Acceptance upon completion of the 30-Day Post-installation period, and not based on TCO or any other formal inspection deadlines.

3. WARRANTY:

3.1. The living wall Pocket-Based System comes with a 10-year Manufacture's General Warranty.

3.2. The irrigation equipment and parts come with a 1-year Warranty.

3.3. The installation includes a 30-day post-installation 24/7 remote monitoring.

3.4. The installation includes a 30-day post-installation maintenance service and warranty as per specific terms and conditions of the "Maintenance Plan" by Miami Vertical Garden Inc.

3.5. Thereafter, the warranty is contingent upon monthly maintenance service by Miami Vertical Garden Inc. as per specific terms and conditions of the "Maintenance Plan".

4. MONTHLY MAINTENANCE:

4.1. After 30-Day Post-installation period the Regular Monthly Maintenance Plan will be in effect accordingly irrespective of the ownership and/or management of the property.

4.2. The terms and conditions are specified in the following Maintenance Plan.

Miami Vertical Garden Inc.
info@miamiverticalgarden.com
www.miamiverticalgarden.com
PO Box 552 Miami FL 33257
T: 305-562-5864

MAINTENANCE PLAN

Miami Vertical Garden Inc. presents the following Maintenance Agreement to the property owner The Project Property is located: _____.
Property Folio: _____.

THIS AGREEMENT is executed and made effective as of _____ by and between Miami Vertical Garden Inc. ("Contractor"), PO Box 552, Miami FL 33257 and the property owner _____. The Project Property is located: _____ ("Owner").

In consideration of the covenants hereinafter set forth, and intending to be legally bound, the parties hereto mutually agree as follows:

ARTICLE I - CONTRACT DOCUMENTS

1.1 Description

This Agreement consists of this contract document and the following exhibits, attached hereto all of which shall be in the English language:

EXHIBIT A: **Scope of Work**
EXHIBIT B: **Schedule**
EXHIBIT C: **Fee Proposal**

1.2 Entire Agreement

This Agreement, as defined in Section 1.1, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto. Any written and signed agreements dated subsequent to the date of this contract document shall constitute modifications hereof, even though this contract document may have been actually executed subsequently.

1.3 Conflicting Provisions

In the event of any conflict, inconsistency, or variation between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict, inconsistency, or variation among the exhibits, the exhibit of the latest date shall control.

1.4. Contract Termination

Both parties have the right to terminate this Contract by giving 30-day written notice.

1.5. Additional Terms

The owner of the Property allows Miami Vertical Garden Inc. to take images of the installation for record purposes and in company's marketing communications regarding the fact that Miami Vertical Garden Inc. is the installer of and currently maintaining the Living wall.

Miami Vertical Garden Inc.
info@miamiverticalgarden.com
www.miamiverticalgarden.com
PO Box 552 Miami FL 33257
T: 305-562-5864

EXHIBIT A: SCOPE OF WORK

The following horticultural services will be offered to the Owner in order to properly maintain the living wall through the duration of 12 months after 30-day complimentary post-installation service:

- Trimming and cleaning of all foliage and seasonal floral units, removal and proper disposal of diseased or unattractive plant debris from the wall.
- Inspections for insect pests, diseases and other such infestations. *Note:* if pest insects are located on premises, the owner will be contacted to discuss a proper treatment protocol. This contract does not include any treatments necessary for removing pest insect and an additional fee will be determined as soon as a proper protocol is assessed and approved by the Owner.
- Maintaining proper growing medium nutrient levels through use of fertilization system and replenishment of nutrients on a monthly basis.
- Inspection and maintenance of irrigation equipment, excluding the cost of equipment parts.
- Replacement of dead plant material as necessary throughout the duration of the Agreement. *Note:* ***Please see Waiver of Contractor's Plant Replacement Warranty for provisions.***

WAIVER OF CONTRACTOR'S PLANT REPLACEMENT WARRANTY

In the event of the below listed situations, the Owner shall release the Contractor from their plant replacement warranty, as specified above. Any resulting plant replacements shall be made at an additional cost to the Owner.

- On site equipment failure caused by external factors and third parties, short-term or long-term power outage (any electric power malfunction resets the irrigation clock resulting in miscalibration of the proper irrigation cycle), fire, theft, vandalism, flood, hurricane, extended periods of freezing, explosion, accident, or act of God.
- Moving of any plant(s) to different locations than that initially specified without Contractor's prior approval.
- Inaccessibility and or inconsistent access to any plant(s) for horticultural services during agreed business hours, unless agreed otherwise.
- Lowering of lighting levels, at the Project site, below those that were originally specified as a basis for plant specifications.
- Watering or other well-meaning care by Owner's employee(s), unless requested by Contractor's horticultural personnel.
- Accidental or malicious damage to plants, containers or related landscape materials by the Owner, employee(s), or any third party.
- Introduction of any liquids into the plants' soil or irrigation solution such as cleaning chemicals, alcohol, etc. or the use of toxic gases such as strong ammonia from floor

Miami Vertical Garden Inc.
info@miamiverticalgarden.com
www.miamiverticalgarden.com
PO Box 552 Miami FL 33257
T: 305-562-5864

cleaning and stripping.

- Damages caused by Mother Nature, for example, hurricane, tornado, extreme low and high temperatures etc.

EXHIBIT B: SCHEDULE

Owner shall facilitate the Contractor's Horticultural Services Program by providing access to the Project premises during both off hours and during regular business hours, as is necessary, so that The Contractor can conduct both regular scheduled horticultural services, any special services and emergency services.

- The Contractor shall establish and maintain an effective communication system with the Owner.
- The Contractor shall have an access to the premises and equipment for the following types of visits:
  - Quarterly Quality Control,
  - Monthly Regular Service visit,
  - Emergency Visit upon the need
- The Owner shall notify the Contractor in advance of any change(s) in his normal hours and shall inform the Contractor of any future changes in or any immediate emergency situations regarding the environmental conditions at the Project premises.
- The Owner retains the right to continue the Horticultural Services Contract for an additional term.

PROJECT SCHEDULING TO COMMENCE AS OUTLINED:

1. Regular Monthly Maintenance (12 Months Contract): Servicing will occur monthly, during last week of the month. Routine monthly maintenance will include inspection of the irrigation equipment, replenishing water and nutrient solution, pruning and trimming, pest inspection and management, and minor dead plant replacement.

2. Additional costs may include:

- Irrigation equipment replacement including the cost of equipment parts. If necessary, irrigation repairs will be completed on a time and materials basis with prior approval of the Owner.
- Costs resulting from Waiver of Contractor's Plant Replacement Warranty.
- Any changes in plant design initiated by the Owner.

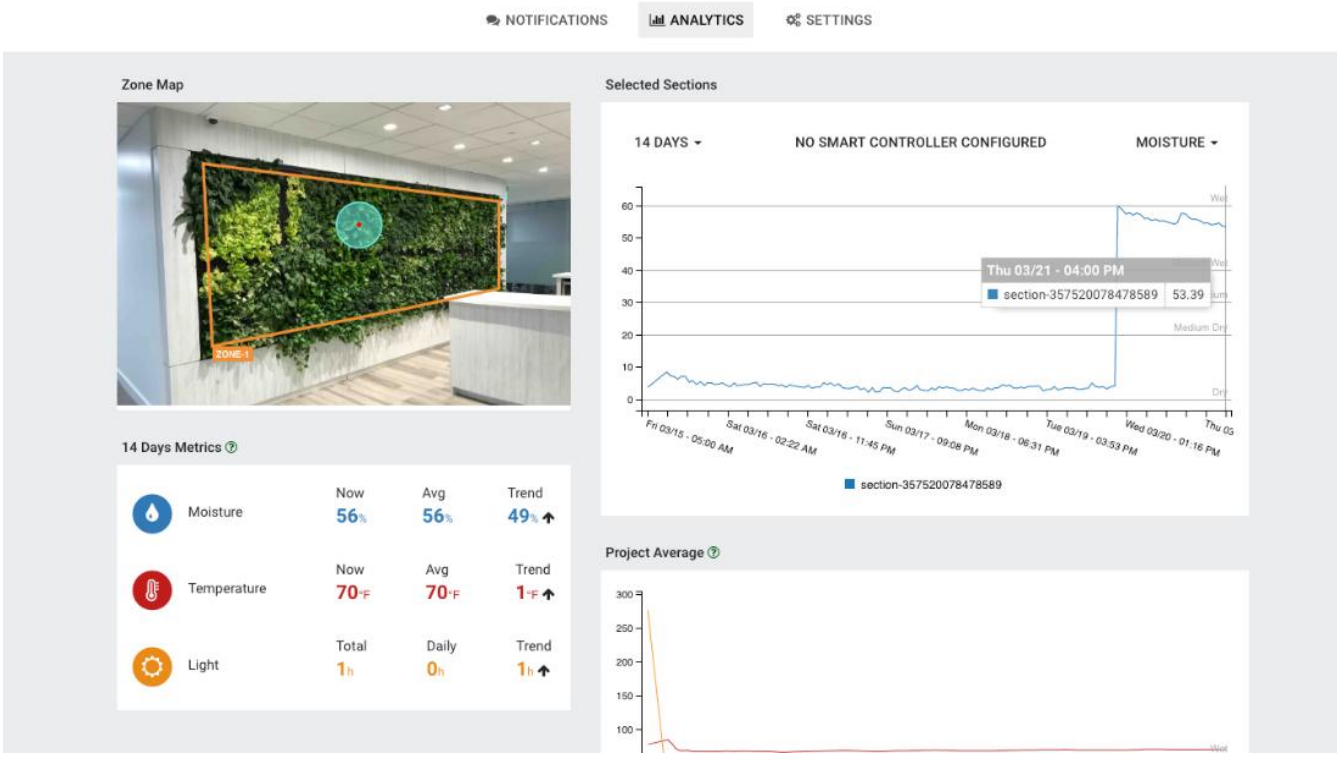
3. Additional Terms:

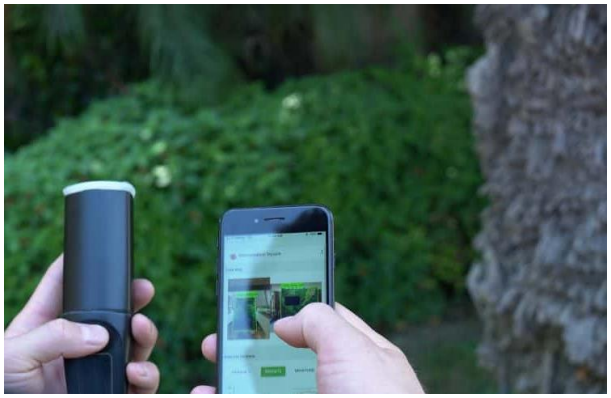
- The Contractor will take a professional photo upon final installation for marketing purposes. The Contactor is allowed to take pictures of the living wall and equipment during quality control and regular maintenance visits for Internal Record keeping purposes.

Miami Vertical Garden Inc.
info@miamiverticalgarden.com
www.miamiverticalgarden.com
PO Box 552 Miami FL 33257
T: 305-562-5864

EXCLUSIVE BENEFIT - REMOTE LIVING WALL MONITORING: INCLUDED

Miami Vertical Garden Inc. GUARANTEES "Automated Irrigation with Precision". Special IQ technology allows remote monitoring of four most critical factors: moisture, temperature, nutrients and lighting via sensors, which maximizes living wall eco-system control, minimizes water consumption, plant failure and plant replacement rate.





Miami Vertical Garden Inc.
info@miamiverticalgarden.com
www.miamiverticalgarden.com
PO Box 552 Miami FL 33257
T: 305-562-5864

EXHIBIT C: FEE PROPOSAL: MONTHLY

Type of Maintenance	Frequency	Price	NOTES
1. Regular Maintenance INCLUDING plant material cost* (up to 15 plants/month when needed). 2. Plant allowance excludes Bromeliads, any flowering plants such as Anthuriums and other seasonal flowering plants, vegetables and herbs. 3. Plant replacements resulting from vandalism or 3rd party interference are excluded 4. Any additional plant needs are at extra cost.	Monthly: 1 visit a month	$375/month	
5. Remote Monitoring Sensor: 1 sensor @ $250	One-time fee	$250.00	**WAIVED UNDER MONTHLY PLAN, in case of contract cancelation this preventive sensor is removed**
6. Remote Monitoring Sensor Data: 1 sensor @ $50/month	Monthly	$50/ month	**WAIVED UNDER MONTHLY PLAN, in case of contract cancelation this item is N/A**
7. Emergency Visit due to situations listed under **WAIVER OF CONTRACTOR'S PLANT REPLACEMENT WARRANTY** or upon Owner's request, EXCLUDING plant material and repair and parts cost	Upon request / need	$175.00	**PER NEED**
TOTAL MONTHLY		**$375.00**	

FOR ACCEPTANCE OF PROPOSAL PLEASE SIGN BELOW

CUSTOMER:

Name: _____

Title: _____

Signature: _____

Date: _____

MIAMI VERTICAL GARDEN INC.

Name: _____

Title: _____

Signature: _____

Date: _____

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities

DATE: March 10, 2026

SUBJECT: Motion to Approve Task Order UTL-26-021D with The Corradino Group, Inc. for Planning, Surveying, Engineering Design, Permitting, Bidding Assistance, and Optional Support Services for the Design and Construction of Hiatus Road Traffic Safety Improvements Project in an Amount Not to Exceed $272,460.00. - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the Commission approve Task Order UTL-26-021D with The Corradino Group, Inc. for planning, surveying, engineering design, permitting, bidding assistance, and optional support services for the design and construction of the Hiatus Road Traffic Safety Improvements Project, with a total amount not to exceed $272,460.00.

BACKGROUND OF ITEM:
On May 9, 2016, Calvin, Giordano and Associates, Inc. conducted a traffic study at the intersection of Hiatus Road and NE Lake Boulevard, which identified concerns related to excessive vehicle speeds and a history of right-angle crashes. Based on the study findings, several traffic-calming options were evaluated, and Cooper City ("City") initially chose the installation of a roundabout as the preferred improvement to enhance safety and traffic flow along the corridor.

In 2025, the Corradino Group prepared 60% of the design drawings for the proposed roundabout improvement, which were shown to the community during public outreach meetings. After developing the initial design concept, residents from nearby neighborhoods raised concerns during public meetings about the size and impacts of the proposed upgrade. The proposed roundabout required a larger construction footprint than expected and would have needed the acquisition or dedication of parts of adjacent residential properties to fit the layout and allow space for maintenance. Because of these concerns and the potential right-of-way impacts on neighboring properties, the City Commission told staff to stop pursuing the roundabout idea and instead look into alternative traffic calming solutions with a smaller footprint.

ANALYSIS:
The City is advancing with a revised corridor-based traffic-calming plan designed to enhance road safety, reduce impacts on neighboring properties, and prevent the need to acquire additional right-of-way.

The revised proposed improvements focus on traffic-calming and operational enhancements along Hiatus Road, from about 500 feet south of Stirling Road to approximately 900 feet north of NE Lake Boulevard. Phase 1 planning includes: creating a conceptual corridor alternative, developing a preliminary FDOT engineer's cost estimate, establishing a project schedule with an estimated completion date, and coordinating with the Florida Department of Transportation (FDOT) and the Broward County Traffic Engineering Division (BCTED) to support amending the existing FDOT-administered Grant Agreement. This phase will be completed within a cap of $18,870. Completing Phase 1 will help the city determine if sufficient funding from FDOT and Broward County is available to move forward. If the required funding from the State and County cannot be secured, the city will not proceed beyond Phase 1.

If funding support is confirmed, Phase 2 Design and Permitting will include essential services such as project management and agency coordination, a supplemental topographic survey, roadway design and permitting, FDOT coordination meetings, and bidding assistance needed to move the project toward construction. The total cost for these Phase 2 services is $172,905. Optional services, which the City may approve if necessary for final design and construction support, include additional coordination meetings, subsurface utility engineering, tree inventory and disposition plans, landscape and irrigation design, electrical design for irrigation systems, water connection plans, and post-design construction support. The total cost for optional services is $80,685, bringing the overall project total to $272,460 if all services are authorized.

PROCUREMENT:
RFQ2024-1-PW was issued on November 1, 2024, and closed on January 21, 2025. Submittals were opened on January 24, 2025. The services include various disciplines, such as but not limited to the following categories: architecture, geotechnical, mechanical, electrical, plumbing (MEP), transportation (transit), civil engineering, landscape architecture, water, wastewater, stormwater, and others.

The Corradino Group, Inc. was one of the consultants selected under the Transportation category of RFQ2024-1-PW based on the firm's qualifications. RFQ224-1-PW was approved at the April 22, 2025, Commission meeting for a five-year term, with one five-year renewal option. Pursuant to section 287.055(2)(g) F.S., a consultant selected through the CCNA process can be awarded a "continuing contract" for professional services where each study's amount does not exceed $500,000 without additional competition.

FISCAL IMPACT:
The city submitted a Fiscal Year 2024 State Appropriation Request for the design and construction of the Hiatus Road Traffic Safety Improvements Project, and in 2024, was awarded $370,000 to support the improvements. The City and the Florida Department of Transportation (FDOT) signed a State-Funded Grant Agreement for this project, with total costs estimated at $520,000; the State provided $370,000, and the city contributed a local match of $150,000 (Resolution 24-07). However, construction costs have significantly exceeded initial estimates. As a result, the city applied for funding under the Surtax Grant Match Program (GMP) to help finance this project (Resolution 25-53). The GMP was established under Section 4.5 of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment), which allows

participating municipalities to seek Transportation Surtax funding to meet local match requirements for competitive state and federal programs, grants, and appropriations. In September 2025, the city was notified of a GMP award of $1,043,101, with the city's local match for the GMP being $260,776.

General Ledger Acct. Number	**Budgeted Amount**	**Requested Amount**	**Remaining Amount**
300-317-563330-539-24017 **Hiatus Safety Improvements**	$2,007,820.55	$272,460	$1,735,360.55

ATTACHMENTS:

1. The Design and Construction of Hiatus Road Traffic Safety Improvements Project – Professional Engineering Services Proposal
2. The Design and Construction of Hiatus Road Traffic Safety Improvements Project – Professional Engineering Services Schedule

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

RFQ NO. 2024-1-PW
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA) AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 9th day of June, **2025** by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "City")

and

The Corradino Group, Inc., an **Engineering** firm as listed with the Florida Department of Business & Professional Regulation, authorized to do business in the State of Florida, and with a business address of **5200 NW 33rd Avenue, Suite 203, Fort Lauderdale, FL 33309**

(hereinafter referred to as the "Consultant"). City and Consultant may hereinafter be referred to collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the Consultant has offered to provide Continuing Professional Consulting Services – Transportation, on a non-exclusive basis, that shall conform to the Statement of Qualifications (see Appendix A), Request for Qualifications ("RFQ") No. 2024-1-PW and all associated addenda and attachments incorporated herein by reference and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated January 21, 2025, which is incorporated herein by reference; and

WHEREAS, the City desires to procure from the Consultant such Continuing Professional Consulting Services - Transportation for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **November 1, 2024**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide Professional Transportation Services under a continuing contract, as defined by Section 287.055(2)(g),

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

F.S., as more particularly described in **Appendix "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications # 2024-1-PW

Continuing Professional Consulting Services - Transportation

1.2 On **March 11, 2025**, the proposals were opened publically and the names of the respondents were read aloud.

1.3 On **April 1, 2025**, the CITY's evaluation committee certified CONSULTANT as qualified to provide the professional services as described in Appendix A, and shortlisted the CONSULTANT to provide Transportation services in accordance with the Consultant's Competitive Negotiation Act (CCNA), § 287.055(3)(c), Florida Statutes.

1.4 On **April 22, 2025**, the CITY Commission approved award to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render services more particularly described herein below.

1.5 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" in Section 287.055(2)(a), Florida Statutes, as amended from time to time.

ARTICLE 2
ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) City of Cooper City RFQ2024-1-PW and any associated addenda any other exhibits and attachments 4) the CONSULTANT's Proposal.

ARTICLE 3
SERVICES AND RESPONSIBILITIES

3.1 The CITY may request from the CONSULTANT from time to time, on an as-needed basis, Transportation services for various projects and assignments as more particularly described in Exhibit A. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to this Agreement and/or a Task/Work Authorization in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth in the Engineers' Labor Rate list, attached hereto and by this reference made a part hereof as Appendix B.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

3.2 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in §287.055(2)(g), Florida Statutes as amended from time to time. The scope of work set forth in Exhibit A includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, at its sole discretion, may add or remove projects to or from this list, subject to the requirements of §287.055, Florida Statutes.

3.3 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

3.4 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

3.5 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida, and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

3.6 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of any work as more particularly described in Exhibit A, and required in accordance with any Task/Work Authorization issued pursuant to this Agreement.

3.7 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Cooper City, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

3.8 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

3.9 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

3.10 The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

CONSULTANT's services hereunder, and the CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing the CONSULTANT's services under this Agreement.

3.11 The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water and/or wastewater quality and/or quantity, or over the way the CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the CONSULTANT and the CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

ARTICLE 4
TERM FOR PERFORMANCE AND TERMINATION

4.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

4.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the term of this Agreement shall be five (5) years. The Term of this Agreement may be renewed upon the mutual written agreement of the Parties for one (1), additional five (5) year period.

4.3 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) business days of written notice to the non-terminating Party for such termination in which event CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as Work Authorizations/addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

4.4 **Default by CONSULTANT.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 CITY agrees to compensate CONSULTANT for each Task/Work Authorization issued by the CITY from time to time on an as-needed-basis, for a project or assignment. The compensation amount will be a not to

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

exceed fee or in accordance with the Engineering's' Labor Rates more particularly described in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

5.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed in accordance with this Agreement and any Work Authorization issued hereunder. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

5.3 CONSULTANT expressly recognizes that CONSULTANT's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONSULTANT and that the Services will be assigned on an as-needed assignment/project basis.

5.4 CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

CONSULTANT's Remit Address:

The Corradino Group, Inc.
Attn: Joseph Corradino
5200 NW 33rd Avenue, Suite 203
Fort Lauderdale, FL 33309

5.5 If any of the required services are rejected for any reason, the CONSULTANT shall be required to perform the services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

5.6 **Truth-In-Negotiation Certificate.** Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

5.7 **Post Contractual Obligations.** In the event that the term of this Agreement expires, and the CITY has already initiated a Work Authorization pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rates set forth herein, until completion of the assignment(s)/project(s). Notwithstanding the foregoing, these post contractual obligations shall be at the discretion of the CITY should this Agreement be terminated pursuant to Section 3.3, Section 3.4, or Article 14 herein.

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6.1 CITY or CONSULTANT may from time to time request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in Exhibit A, to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Such changes or additional work must be in accordance

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 CONSULTANT shall continue work when seeking a change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

6.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 7
INDEMNIFICATION

7.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its elected and appointed officials, agents, and employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, subcontractors or employees during the performance of this Agreement.

7.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

7.3 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability. Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE

8.1 **Insurance Requirements:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

8.1.1 Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

8.1.2 **Workers Compensation Coverage** to apply for all employees of the contractor, sub-

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars ($100,000) each accident.

8.1.3 **Comprehensive General Liability Coverage** with minimum limits of one million dollars ($1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.4 **Personal Injury Coverage** with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.

8.1.5 **Business Automobile Liability Coverage** with minimum limits of five hundred thousand dollars ($500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

8.1.6 **Professional Liability/Errors and Omissions Coverage** - Combined single limit each occurrence $1,000,000 general aggregate limit $2,000,000

The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

Policies must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

8.2 **REQUIRED ENDORSEMENTS**

8.2.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
8.2.2 Waiver of all Rights of Subrogation against the CITY.
8.2.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
8.2.4 CONSULTANT's policies shall be Primary & Non-Contributory.
8.2.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
8.2.6 The City of Cooper City shall be named as a Loss Payee on all Property Policies as their interest may appear.

8.3 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

8.4 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

UNCONTROLLABLE FORCES

12.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 15
DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

15.2 **Correction of Work**. If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

15.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Utilities Director or individual relative thereto.

15.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

15.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

15.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

14.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

14.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.5 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

15.5.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

15.5.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

15.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

15.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Tedra Allen
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300
TAllen@coopercity.gov

ARTICLE 19

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

SCRUTINIZED COMPANIES

19.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2Is engaged in business operations in Syria.

ARTICLE 20
EMPLOYMENT ELGIBILITY

20.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1.1 **Definitions for this Section.**

20.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

20.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

20.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

20.2.2 All persons (including sub-vendors/sub-consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 21
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

ARTICLE 22
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONSULTANT agrees as follows:

22.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices employed, and that employees are treated during employment, to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

22.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

22.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.8 CONSULTANT will include the provisions of paragraphs (21.1.1) through (21.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 23
DAVIS-BACON ACT

CONSULTANT shall comply with the Davis-Bacon Act (40
U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

ARTICLE 24
COPELAND "ANTI-KICKBACK" ACT

CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

ARTICLE 25
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701- 3708)

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

25.1 **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

25.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (21.4.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (21.4.1) of this section, in the sum of

$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (21.4.1) of this section.

25.3 **Withholding for unpaid wages and liquidated damages**. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (21.4.2) of this section.

25.4 **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (21.4.1) through (21.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (21.4.1) through (21.4.4) of this section.

ARTICLE 26
CLEAN AIR ACT

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

ARTICLE 27
FEDERAL WATER POLLUTION CONTROL ACT

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

ARTICLE 28
SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

28.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

28.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 29
BYRD ANTI-LOBBYING AMENDMENT

As amended (31 U.S.C. § 1352). CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 30
COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 31
PROCUREMENT OF RECOVERED MATERIALS

The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 32
REPORTING

Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

ARTICLE 33
RIGHTS TO INVENTIONS

CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty- free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

ARTICLE 34
NO OBLIGATION BY THE FEDERAL GOVERNMENT

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 35
DHS SEAL, LOGO, AND FLAGS

CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

ARTICLE 36
COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

ARTICLE 37
FRAUDULENT STATEMENTS

CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

ARTICLE 38
PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

38.1 PROHIBITIONS

38.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

38.1.2 Unless an exception in paragraph 21.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

39.1.3 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

39.1.4 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

39.1.5 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

38.2 Exceptions.

38.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

38.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

38.3 Reporting Requirement.

38.3.1 In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 38.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

38.3.2 The CONSULTANT shall report the following information pursuant to paragraph 38.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

ARTICLE 39
DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLE 40
AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ARTICLE 41
LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the CONSULTANT grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

ARTICLE 42
OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

ARTICLE 43
LEGAL REPRESENTATION

It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

ARTICLE 44
RECORDS

CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

ARTICLE 45
ASSIGNMENTS; AMENDMENTS

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 46
NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 47
NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present,

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

Contractor and City designate the following as the respective places for giving of notice:

CITY:

a) to the Project Manager
Akin Ozaydin
City of Cooper City, Utilities Department
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 111
Email: AOzaydin@CooperCity.gov

and,

b) to the Contract Manager
Tyrone White
City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Email: Purchasing@CooperCity.gov

Copy To:

Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: JHorowitz@gorencherof.com

CONTRACTOR:

The Corradino Group, Inc.
Attn: Joseph Corradino
5200 NW 33rd Avenue, Suite 203
Fort Lauderdale, FL 33309
Telephone No. (954) 777-0044
Email: jcorradino@corradino.com

Copy To:
Fred P'Pool, COO
4055 NW 97th Avenue, Suite 200
Miami, FL 33178
(305) 594-0735
Email: FPPool@corradino.com

ARTICLE 48
BINDING AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

ARTICLE 49
HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 50
APPENDIXES

Each appendix referred to in this Agreement forms an essential part of this Agreement. The appendixes if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 51
SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 52
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 53
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 54
ATTORNEYS' FEES

In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

ARTICLE 55
PROTECTION OF CITY PROPERTY

At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

ARTICLE 56
COUNTERPARTS AND EXECUTION

This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

ARTICLE 57
COMPLIANCE WITH STATUTES

It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

ARTICLE 58
COMPLIANCE WITH JESSICA LUNSFORD ACT

CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

ARTICLE 59
NO THIRD PARTY BENEFICIARIES

The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

ARTICLE 60
E-VERIFY

Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

DocuSigned by:
Tedra Allen
6A9930738A34441...
TEDRA ALLEN, CITY CLERK

Signed by:
By: Alex Rey
432944AE9915453...
ALEX REY, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
OFFICE OF THE CITY ATTORNEY

CONTSULTANT:

WITNESSED BY:

Signature

Print Name

The Corradino Group, Inc., a Foregin Corporation

By: _____

Name: Joseph M. Corradino, AICP

Title: President & CEO

STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Joseph M. Corradino as President/CEO of **The Corradino Group, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **The Corradino Group, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6th day of June, **2025**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

ANGELA MARIE MARTIN
Notary Public-State of Florida
Commission # HH 569495
My Commission Expires
July 22, 2028

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

Appendix A – Scope of Services
Transportation

a. Provide consulting services, including reports, studies, coordination with community organizations, construction plans and specifications, estimating and project management.
b. Expertise and experience in traffic engineering, transportation planning, street and highway design, traffic calming design, transit planning, traffic studies, general engineering, coordination with the Broward County Transit, Metropolitan Planning Organization (MPO), the County, and planning capabilities.
c. Attend meetings with City /CRA staff and presentations to City Commission/Board of Directors.
d. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City/CRA.
e. Transportation Planning and Traffic Engineering.
f. Parking Studies.
g. Cost estimates for work must be provided.

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

Appendix B – Labor Rates

THE CORRADINO GROUP, INC.			
Discipline	**Staff Type**	**UNIT**	**LOADED RATE**
Traffic/Transportation/Civil Engineering	**Sr. Principal/Corporate Officer**	**Hour**	**$380.00**
	Principal	**Hour**	**$325.00**
	Sr. Project Manager- Traffic Engineering	**Hour**	**$385.00**
	Sr. Project Manager- Transportation	**Hour**	**$370.00**
	Project Manager- Traffic Engineering	**Hour**	**$250.00**
	Project Manager- Transportation	**Hour**	**$260.00**
	Sr. Professional Engineer- Traffic Engineering	**Hour**	**$310.00**
	Sr. Professional Engineer- Transportation	**Hour**	**$275.00**
	Project Engineer- Transportation	**Hour**	**$210.00**
	Traffic Engineer	**Hour**	**$215.00**
	Engineer	**Hour**	**$180.00**
	Sr. Designer	**Hour**	**$190.00**
	Designer	**Hour**	**$140.00**
	Engineering Technician	**Hour**	**$120.00**
Planning	**Senior Project Manager - Planning**	**Hour**	**$275.00**
	Project Manager - Planning	**Hour**	**$210.00**
	Principal Planner	**Hour**	**$220.00**
	Senior Planner	**Hour**	**$240.00**
	Associate Planner	**Hour**	**$170.00**
	Assistant Planner	**Hour**	**$130.00**
	Senior Transportation Modeler	**Hour**	**$360.00**
	Transportation Modeler	**Hour**	**$205.00**
	Associate Transportation Modeler	**Hour**	**$160.00**
CEI	**Sr. Project Engineer**	**Hour**	**$280.00**
	Senior Resident Engineer	**Hour**	**$270.00**
	Contract Support Specialist/SRI	**Hour**	**$120.00**
	Resident Compliance Specialist	**Hour**	**$130.00**
	Sr Bridge/Rdwy Inspector	**Hour**	**$240.00**
	Bridge/Rdwy Inspector	**Hour**	**$220.00**
Public Outreach Services	**Senior Public Outreach Specialist**	**Hour**	**$175.00**
	Public Outreach Specialist	**Hour**	**$130.00**

Docusign Envelope ID: 16A2DEA7-3366-40BC-8320-BF5F37C49B3E

THE CORRADINO GROUP, INC.			
Discipline	**Staff Type**	**UNIT**	**LOADED RATE**
Traffic/Transportation/Civil Engineering	**Sr. Principal/Corporate Officer**	**Hour**	**$375.00**
	Principal	**Hour**	**$325.00**
	Sr. Project Manager- Traffic Engineering	**Hour**	**$350.00**
	Sr. Project Manager- Transportation	**Hour**	**$310.00**
	Project Manager- Traffic Engineering	**Hour**	**$250.00**
	Project Manager- Transportation	**Hour**	**$260.00**
	Sr. Professional Engineer- Traffic Engineering	**Hour**	**$310.00**
	Sr. Professional Engineer- Transportation	**Hour**	**$275.00**
	Project Engineer- Transportation	**Hour**	**$200.00**
	Traffic Engineer	**Hour**	**$215.00**
	Engineer	**Hour**	**$180.00**
	Sr. Designer	**Hour**	**$170.00**
	Designer	**Hour**	**$140.00**
	Engineering Technician	**Hour**	**$120.00**
Planning	**Senior Project Manager - Planning**	**Hour**	**$250.00**
	Project Manager - Planning	**Hour**	**$210.00**
	Principal Planner	**Hour**	**$220.00**
	Senior Planner	**Hour**	**$240.00**
	Associate Planner	**Hour**	**$170.00**
	Assistant Planner	**Hour**	**$120.00**
	Senior Transportation Modeler	**Hour**	**$325.00**
	Transportation Modeler	**Hour**	**$190.00**
	Associate Transportation Modeler	**Hour**	**$160.00**
CEI	**Sr. Project Engineer**	**Hour**	**$280.00**
	Senior Resident Engineer	**Hour**	**$270.00**
	Contract Support Specialist/SRI	**Hour**	**$120.00**
	Resident Compliance Specialist	**Hour**	**$130.00**
	Sr Bridge/Rdwy Inspector	**Hour**	**$240.00**
	Bridge/Rdwy Inspector	**Hour**	**$220.00**
Public Outreach Services	**Senior Public Outreach Specialist**	**Hour**	**$175.00**
	Public Outreach Specialist	**Hour**	**$130.00**

Hiatus Road Corridor Transportation Improvements
Tentative Schedule

Activity	Start Date	Duration (Days)	Due Date
NTP	5/4/2026	0	5/4/2026
Survey	5/5/2026	30	6/4/2026
Utility Request	5/5/2026	62	7/6/2026
60% Plans (Roadway, SAPM)	6/5/2026	62	8/6/2026
Submittal of 60% Plans to City & FDOT	8/7/2026	0	8/7/2026
Review by City & FDOT of 60 % Plans	8/8/2026	33	9/10/2026
Addressing 60 % Comments & Preparation of 90 % Design Plans	9/11/2026	20	10/1/2026
Submittal of 90% Plans to City & FDOT	10/2/2026	0	10/2/2026
Review by City & FDOT of 90 % Plans	10/3/2026	30	11/2/2026
Addressing 90 % Comments & Preparation of 100 % Design Plans	11/3/2026	20	11/23/2026
Submittal of 100% Plans to City & FDOT	11/24/2026	0	11/24/2026
Review by City & FDOT of 100 % Plans	11/25/2026	30	12/25/2026
Preparation of Construction Plans	12/28/2026	10	1/7/2027
Submittal of Construction Plans and all permits to City	1/8/2027	0	1/8/2027
Total Duration Days*			182

*Note: Project schedule was prepared assuming an NTP of 5/4/2026. This project schedule can be shortened or lengthened depending on agency review times, 30 calendar days were assumed for all review time efforts.

Estimated Time for Construction 10 to 14 Months	July 2028

Prepared on: 2/24/2026

Mr. D. Akin Ozaydin, P.E., G.C.
City of Cooper City
9070 SW 51st Street
Cooper City, FL 33328
aozaydin@coopercity.gov

February 23, 2026

Dear Mr. Ozaydin:

It is our understanding that the City of Cooper City has requested a task work order proposal for professional engineering services to prepare design plans along Hiatus Road from approximately 500 feet south of Stirling Road and 900 feet north of SE Lake Boulevard in the City of Cooper City.

The Corradino Group, Inc. will provide the attached scope of services for this task work order assignment for a lump-sum fee of $145,485.00, an hourly not-to-exceed fee of $46,290.00, and optional services for a lump-sum fee of $40,015.00 and optional services for an hourly not-to-exceed fee of $40,670.00.

The Corradino Group appreciates this opportunity to submit this proposal to the City of Cooper City. We look forward to assisting the City of Cooper City with the best possible traffic and transportation engineering consulting services.

Sincerely,

Joseph M. Corradino, AICP
President/CEO
Corradino

CONSULTING SERVICE AUTHORIZATION

Statement of Work (SOW)

CITY P.O. NO._____ CITY EXPENSE CODE_____

TITLE: **Hiatus Road Corridor Transportation Improvements.**

PROJECT DESCRIPTION:

After extensive coordination with City staff, the City Commission, and members of the public, the City has elected to advance a series of corridor improvements along the Hiatus Road corridor. These enhancements are intended to improve corridor safety and support lower vehicle speeds within the project limits, which extend from approximately 500 feet south of Stirling Road to roughly 900 feet north of SE Lake Boulevard in Cooper City, Florida. The Corradino Group will prepare design plans for the design alternative selected during the December 9th, 2025, commission meeting (reference EXHIBIT ONE).

SCOPE OF SERVICES:

Phase 1 Planning Phase

Task 1. Conceptual Alternative Services

The Consultant will assist the City in preparing the following: a preliminary FDOT estimate of probable construction costs, a project schedule with an anticipated construction completion date, and an FDOT request for information form to assist the City with amending the existing FDOT-administered grant for the Hiatus Road Corridor Transportation Improvements. This phase also includes intergovernmental coordination with BCTED and FDOT in order to finalize the conceptual corridor alternative, as provided in EXHIBIT ONE.

Hourly not to Exceed $18,870.00 (Task 1)

Phase 2 Design and Permitting Services

Task 2a. Project Management

The Consultant will provide general project manager activities, including contract management, coordination with agency stakeholders, management of project schedules, and quality assurance of the design plans. FDOT progress meetings are included as part of Task 2d.

Lump Sum fee of $26,220.00 (Task 2a)

Task 2b. Topographic Survey

Corradino will use the existing topographic survey of the intersection Hiatus Road and NE Lake Blvd. However, the scope of this project extends beyond the already-collected topographic data, and an additional survey is needed, as shown in EXHIBIT TWO. Our sub-consultant Miller Legg will be responsible for the preparation of a Topographic Survey of the Hiatus Road corridor extended limits. The Survey shall show above-ground improvements, including evidence of utilities, sanitary and storm sewer structure rims, elevations, and traffic signs. Topographic elevations will be measured at 50-foot intervals within road rights-of-way. Survey will depict lot lines, abbreviated legal descriptions (Lot, Block, Plat Book and Page), and the existing easements per plat of record. Any other easements by instrument will be plotted on the survey if provided to this surveyor.

The surveying services will include the following:

a. Survey shall show the platted Right of Way lines and the pertinent parcel boundary lines

b. Above-ground improvements such as buildings, roadways, pavement,

sidewalks, traffic striping, walls, fences, surface utilities.

c. Elevations shall be shown relative to NAVD 1988 datum.

d. Survey shall be referenced to the Florida State Plane Coordinate System

(NAD83/11).

e. Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

f. Location of underground utilities is based on site observation only. The Consultant cannot guarantee that all utilities will be located.

g. The survey deliverables will consist of the following:

i. Six certified hard copies of the Topographic Survey Map and Report.

ii. Electronic files of the same.

Lump Sum fee of $8,065.00 (Task 2b)

Task 2b. Topographic Survey

Task 2c. Roadway Design and Permitting Services

The Corradino Group will provide roadway design services, including pavement marking and signage plans, for the installation of traffic calming devices along Hiatus Road, from approximately 500 feet south of Stirling Road to 900 feet north of SE Lake Boulevard, in Cooper City, Florida. The design plans are limited to the improvements depicted in EXHIBIT ONE of this proposal.

The Roadway Design and Permitting Services shall include the following design elements:

a. Prepare roadway and signing and pavement marking plan sheets for the proposed transportation corridor improvements per Broward County standards.

b. Modify existing drainage system to accommodate proposed transportation corridor improvements. Drainage Permitting will be limited to SFWMD and Central Broward Water Control District.

c. Prepare Traffic Control Plan notes and typical sections for the proposed transportation corridor improvements.

d. Modify Cooper City Master Set of Specifications for the proposed transportation corridor improvements.

e. Design Plans will be prepared for one initial 60% Design Phase submittal for City of Cooper City and Key Government Agency Stakeholder Review. One Field Review will be conducted to assess the project corridor prior to commencing the 60% Design Phase.

f. Design Plans will be prepared for one subsequent 90% Design Phase submittal addressing one set of comprehensive design review comments of the 60% Design Phase set from the City of Cooper City and Key Government Agency Stakeholders.

g. A Final Set of 100% Design Plans will be prepared for one Signed and Sealed Bid Plan submittal addressing any final revisions per Cooper City of the 90% Design Phase submittal.

h. Meeting attendance is included as part of Task 3.

i. Opinion of Probable Cost will be prepared with 60%, 90% and 100% design phases based on the approved Final Design Plans.

j. All plans and designs furnished by the Consultant are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the Consultant's work:

i. Florida Greenbook Design Standards, current edition.

ii. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), current edition.

iii. South Florida Water Management District (SFWMD), Environmental Resource Permit Applicants Handbook, current edition.

iv. AASHTO Roadside Design Guide, current edition.

v. FDOT Roadway Plan Preparation Manual.

vi. FDOT Roadway and Traffic Design Standards, current edition.

vii. FDOT Standard Specifications for Road and Bridge Construction, current edition.

viii. FDOT Basis of Estimates Handbook, current edition.

ix. MUTCD, current edition.

x. FDOT Structures Design Guidelines, current edition.

xi. Americans with Disabilities Act (ADA) Compliance, current edition.

Lump Sum fee of $111,200.00 (Task 2c)

Task 2d FDOT Meeting Attendance

This task includes up to 12 miscellaneous monthly coordination meetings with the City of Cooper City and FDOT. These services will be provided on an hourly basis, as requested by the City of Cooper City.

Hourly Not to Exceed $16,680.00 (Task 2d)

Task 2e Miscellaneous Meeting Attendance (Optional)

This task includes up to six (6) miscellaneous coordination meetings with the City of Cooper City and Key Government Agency Stakeholders, not included in Task 3. Attendance to public hearings or public meetings. These services will be provided on an hourly basis, as requested by the City of Cooper City.

Hourly Not to Exceed $9,430.00 (Optional Task 2e)

Task 2f. Subsurface Utility Engineering Services (Optional)

- Consultant shall locate designated utility markings in the field within the project area as shown on attached EXHIBIT TWO and plot them on the topographic survey map.Utility designation is provided to prevent the likelihood of damage during excavation and/or provide design information.
- Results are dependent upon field conditions at the time of locating services.
- American Public Works Association (APWA) standards are used formarking.
- Consultant is not responsible for moved, altered, obliterated or maintaining marks. Consultant will impose an additional fee to relocate/re-mark facilities.
- Consultant is *not* responsible for errors and omissions of recorded utility information.
- Information provided by Consultant is for informational purposes and is intended to be used prior to excavation. Prior to Project construction, the excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770).
- The performance of Consultant's services is limited to full and unobstructed access including, but not limited to mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks, and structures. Full cooperation from the on-site personnel is necessary to perform a complete survey.
- All fees within this proposal are based on performing each task (1) time only. Additions or modifications to the scope, re-staking as well as resulting CAD and Project management time, will be invoiced per the attached hourly Rate Schedule, unless fees for said additions and modifications arerequested.
- This scope includes only SUE services for the area identified on EXHIBIT TWO to serve as an extension of the original SUE documents. Any updates to the area within the original SUE limits can be provided as an additional service.

Lump Sum fee of $4,040.00 (Optional Task 2f)

Task 2g. Tree Disposition Services (Optional)

Tree Inventory: Consultant shall prepare a tree inventory showing locations of trees pursuant to Cooper City code. Inventory shall show hardwood and palm trees only: Invasive exotics shall not be located. Trees located will be 2-inch caliper and larger, within the subject property boundary. The tree inventory and evaluation shall reflect the following data to meet the requests of Cooper City: tree species; common and scientific names; dbh (diameter at breast height) for dicot trees; clear trunk, grey wood, or overall heights for palms; canopy spread, and general health/ condition. Location of trees will be recorded using a differential global positioning satellite (dGPS) and displayed on map with aerial background.

Tree Disposition Plans: Utilizing the tree inventory from Task 2e, our sub-consultant Miller Legg shall update tree removal/relocation construction documents for the Project. The documents will designate existing trees to be preserved, removed, or relocated as well as new trees necessary for replacement credits, if required. The documents shall include plans, details, tree credit and replacement charts, and notes for the proposed tree preservation, removal, and relocation activities meeting the minimum requirements.

Lump Sum fee of $4,780.00 (Optional Task 2g)

Task 2h. Landscape Architectural Services (Optional)

Conceptual Landscape Plan: Our Subconsultant Miller Legg shall prepare a conceptual planting exhibit based upon the new project design for Client review. This conceptual plan will include locating trees and shrubs/groundcover masses. One (1) revision iteration is included in this Task.

Landscape Plans: Our Subconsultant Miller Legg shall prepare planting design construction documents, meeting the requirements for Cooper City. The documents shall include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping.

Irrigation Plans: Upon final coordination with the Client for potable water service tap and meter design, Consultant shall prepare irrigation plans. The documents shall include plans, details, quantities, notes, and size specifications for the installation of the proposed irrigation system.

Lump Sum fee of $13,890.00 (Optional Task 2h)

Task 2i. Electrical Services for Irrigation Systems (Optional)

Our subconsultant Drolim will complete the following electrical design services to power the irrigation pump system needed at the two proposed chicanes, shown in EXHIBIT ONE for the Hiatus Road transportation corridor improvements:

- Electrical Power Service: Drolim will coordinate with the utility company for the location and type of service required/ available for powering the proposed irrigation system, will select the Disconnecting means, metering equipment based on FPL standards, and will provide a service point detail for the system.
- Electrical Control Panel: Drolim will perform all necessary work to specify the control panel with the primary controller, protective devices, grounding means and equipment, bonding, and lighting protection.
- Electrical Distribution: The necessary electrical equipment will be shown as part of the plans, junction and splice boxes, conduit types and sizes, feeders and sizes, and branch circuits.
- Drolim will communicate with the utility company to coordinate the electrical service location and type to power the irrigation system. Drolim will perform the necessary design calculations for electrical loads, main disconnecting means, voltage drop, protective devices, methods of grounding, bonding, step-down transformers for lower-voltage devices on the system, lightning protection, electrical permit work with the maintaining agency, and all other pertinent calculations.

Lump Sum fee of $6,265.00 (Optional Task 2i)

Task 2j. Water Connection Plans for Irrigation Services (Optional)

The consultant will prepare the necessary design plans and obtain the necessary permit for the water main connection needed for the two irrigation systems at the proposed two chicanes north and south of NE Lake Boulevard. This task does not include any permit fees, as these are the responsibility of the City.

Lump Sum fee of $11,040.00 (Optional Task 2j)

Phase 3 Bidding Assistance and Post Design Services

Task 3a Bidding Assistance

The consultant will assist the city in preparing the bidding package, which includes the design plans, specifications, and the updated FDOT engineer's opinion of probable construction cost. This phase also includes assistance to the pre-bidding meeting and responding to any RFI's related to the plans.

Hourly Not to Exceed $10,740.00 (Task 3a)

Task 3b Post Design Services (Optional)

The consultant will provide support during the project's construction phase. Review of shop drawings and submittals, respond to contractor's RFIs, provide design clarifications, conduct up to two (2) field meetings with the contractors for construction support, and up to two (2) site visits to verify compliance with plans and specifications. This task also includes the preparation of the pavement marking and signage inspection documents for Broward County Traffic Engineering Division (BCTED) acceptance, as required by BCTED.

Hourly Not to Exceed $31,240.00 (Optional Task 3b)

The following are the bases of scope related to this task work order authorization.

- This scope of services is related to the preparation of design plans and permitting for the limits of the transportation corridor improvements included in EXHIBIT ONE.
- This scope of services does not include Broward MAP support services. These services will be provided by the City of Cooper City.
- The topographic surveying services included as part of task 2b do not include collecting survey data already collected as part of the Hiatus Road Roundabout Design services.
- This scope of services does not include additional geotechnical exploration, lighting analysis or design, hardscape design services, or structural engineering services. This scope of work will utilize the geotechnical engineering and testing information collected as part of the Hiatus Road Roundabout Design services. If needed, these services will be provided as an additional service.
- This scope of service does not include any permit fees. Any permitting fees shall be paid by the client.
- This scope of services does not include Construction Engineering and Inspection services.
- Public Information and Outreach or ROW acquisition services are not included as part of this scope of services and will be provided by the City of Cooper City.
- This scope of services does not include traffic data collection. If required, these services will be provided as an additional service.

I. BUDGET:

The Corradino Group staff will provide the City of Cooper City with the professional engineering services described in the scope of services for a lump-sum fee of $145,485.00, an hourly not-to-exceed fee of $46,290.00, and optional services for a lump-sum fee of $40,015.00 and optional services for an hourly not-to-exceed fee of $40,670.00.

Approved by:

CITY OF COOPER CITY

Date: _____

By: _____

D. Akin Ozaydin, P.E., G.C

_____

THE CORRADINO GROUP, INC.

Date: February 23, 2026

By: _____

Joseph M. Corradino, AICP, President/CEO

EXHIBIT ONE

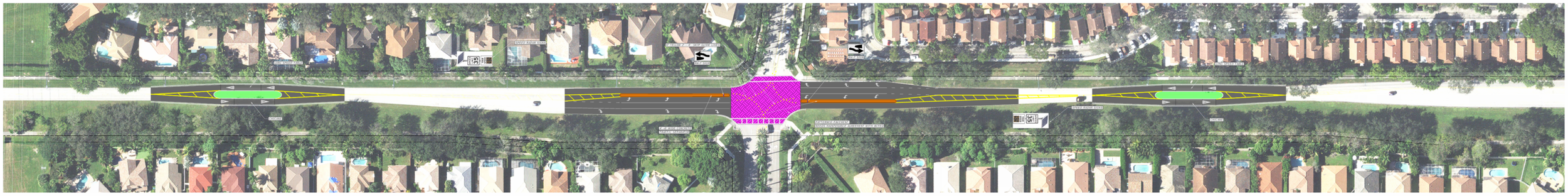


EXHIBIT TWO


Center point of project
+/- 1,600 Feet South from Center point
+/- 1,200 Feet North from Center point
Point Dr
Port St
Fern Forest Rd
Trenton Ave
Stirling Rd

Hiatus Rd Corridor Transportation Improvements Design : The Corradino Group. Consultant Services Staff Hour Summary

Staff-Hours by Classification & Hourly Rate and Lump Sum for Engineering Services

Task	Activity	Senior Project Manager (Traffic)	Senior Project Manager (Transportation)	Project Manager (Traffic)	Project Manager (Transportation)	Traffic Engineer	Engineer	Senior Designer	Designer	Sub Consultant	Based Services	Task
		$385.00	$370.00	$250.00	$260.00	$215.00	$180.00	$190.00	$140.00	Lump Sum	LS	Sub-Total
1	***PHASE 1 Planning Phase***											
1.0	Conceptual Alternative Services (Hourly NTE)	10.00	6.00	20.00	30.00							$18,870.00
	Subtotal Hours	**10.00**	**6.00**	**20.00**	**30.00**	**0.00**	**0.00**	**0.00**	**0.00**		$0	**$18,870.00**
2	***Phase 2 Design & Permitting Services***											
2a	Project Management	**12.00**	**10.00**	**30.00**	**40.00**							$26,220.00
2b	Topographic Survey				**4.00**					1.00	$ 7,025.00	$8,065.00
2c	Roadway Design Plans & Permitting Services		**24.00**		**40.00**		**60.00**	**80.00**	**140.00**			$64,880.00
2c	Signing & Pavement Marking Plans & Permitting		**16.00**		**30.00**		**40.00**	**60.00**	**100.00**			$46,320.00
2d	FDOT Meeting Attendance (Hourly NTE)	**12.00**	**12.00**	**18.00**	**12.00**							$16,680.00
2e	Miscellaneous Meeting Attendace **(OPTIONAL - Hourly NTE)**	**6.00**		**16.00**	**12.00**							$9,430.00
2f	Subsurface Utility Engineering Services **(OPTIONAL)**				**4.00**					1.00	$ 3,000.00	$4,040.00
2g	Additional Tree Inventory **(OPTIONAL)**				**4.00**					1.00	$ 1,200.00	$2,240.00
2g	Additional Tree Disposition Plans **(OPTIONAL)**				**4.00**					1.00	$ 1,500.00	$2,540.00
2h	Conceptual Landscape Plan **(OPTIONAL)**	**2.00**			**6.00**					1.00	$ 2,500.00	$4,830.00
2h	Landscape Plans **(OPTIONAL)**				**4.00**					1.00	$ 3,500.00	$4,540.00
2h	Irrigation Plans **(OPTIONAL)**				**2.00**					1.00	$ 4,000.00	$4,520.00
2i	Electrical Services for Irrigation **(OPTIONAL)**				**2.00**					1.00	$ 5,745.00	$6,265.00
2j	Water Main Connection for Irrigation **(OPTIONAL)**		**4.00**		**6.00**		**12.00**	**16.00**	**20.00**			$11,040.00
	Subtotal Hours	**32.00**	**66.00**	**64.00**	**170.00**	**0.00**	**112.00**	**156.00**	**260.00**		$28,470	**$211,610.00**
3	***Bidding Assistance & Post Design Services***											
3a	Bidding Assistance & Post Design Services (Hourly NTE)	4.00	4.00	4.00	4.00		16.00		20.00			$10,740.00
3b	Post Design Services **(OPTIONAL - Hourly NTE)**	4.00	6.00	12.00	16.00		24.00	40.00	60.00			$31,240.00
												$0.00
												$0.00
												$0.00
												$0.00
	Subtotal Hours	**8.00**	**10.00**	**16.00**	**20.00**	**0.00**	**40.00**	**40.00**	**80.00**	**$ -**		**$41,980.00**
												$0.00
	Subtotal Hours	**0.00**	**0.00**	**0.00**			**0.00**					**$0.00**
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
	Subtotal Hours	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**				**0.00**		**$0.00**
	Subtotal Hours	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**$0.00**
	REIMBURSABLES											
	Reimbursables											$0.00
	TOTAL HOURS	**50**	**82**	**100**	**220**	**0**	**152**	**196**	**340**			**1140**
	TOTAL AMOUNT	**$19,250**	**$30,340**	**$25,000**	**$57,200**	**$0**	**$27,360**	**$37,240**	**$47,600**		**$28,470**	**$272,460**

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Parks & Recreation

DATE: March 10, 2026

SUBJECT: Motion to Approve Contract #SIS2026-2 with Flow Grown Irrigation LLC $90,000, Contract #SIS2026-3 with Javy Ortiz Nursery LLC. DBA Pitch & Grade $192,500, and Contract #SIS2026-4 with Golf Agronomic Supply & Handling for $70,000 and to transfer $52,500 from the non-departmental contingency to the Suellen Field Upgrade project. – **Parks and Recreation**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of the various contracts for Field C sod, grading, and irrigation, Field 5 Infield sod, and Field 6 outfield and irrigation for a total of $352,500.

BACKGROUND OF ITEM:
The Parks & Recreation Department maintains athletic fields and irrigation systems at Suellen H. Fardelmann Sports Complex.

- **SIS2026-2 – Flow Grown Irrigation, LLC**
  Flow Grown Irrigation offers technical irrigation diagnostics, controller installation, and system repair, renovation, and optimization tailored to the City's existing Hunter and Rain Bird infrastructure. Their familiarity with the current setup ensures consistent programming, efficient troubleshooting, and dependable system performance across all facilities. The irrigation work will be billed hourly, with an estimated cost of $50,000 for Field C and $40,000 for the outfield on Field 6.

- **SIS2026-3 – Javy Ortiz Nursery, LLC. BDA Pitch & Grade**
  Pitch & Grade supplies and installs Certified Tifway 419 Bermudagrass, the primary turfgrass used at the City's (2) sports complexes. Their coordinated sourcing and installation process ensures turf uniformity, surface consistency, and long-term field performance. The cost is $2.50 per square foot. The total square footage is: Field C 50,000 square feet, Field 5 3,000 square feet, and Field 6 outfield 24,000 square feet, for a total of 77,000 square feet and a cost of $192,500.

- **SIS2026-4 – Golf Agronomic Supply & Handling**
  Golf Agronomic Supply provides pre-mixed athletic field soils, infield clays, and certified volleyball sands used throughout the parks. We estimate $70,000 to properly grade Field C.

ANALYSIS:

Approval of Contracts SIS2026-2, SIS2026-3, and SIS2026-4 will support projects at Suellen H. Fardelmann. The projects were approved through the City's appropriations on January 29, 2026.

The agreements will be awarded in amounts not to exceed the following:

- SIS2026-2 – Flow Grown Irrigation LLC: $90,000
- SIS2026-3 – Javy Ortiz Nursery LLC d/b/a Pitch & Grade: $192,500. The estimated amount of sod for all three fields, including the prep, installation, and removal of sod
- SIS2026-4 – Golf Agronomic Supply & Handling: $70,000

Each agreement will be awarded in accordance with Section 2-258(b) of the Cooper City Procurement Code.

FISCAL IMPACT:

As of the January 29th City Commission meeting, the budget amendment allocated $300,000 to complete these projects. Since then, we have obtained detailed quotes and revised the estimate to $352,500, which will require us to transfer an additional $52,500 from contingency to complete all three phases of this project.

Description	General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
Suellen Field Upgrade	300-314-600000-002-SUEIU	$352,500	$352,500	$0

ATTACHMENTS:

1. SIS2026-2 – Agreement - Flow Grown Irrigation
2. SIS2026-2 - Single Source Request Form
3. SIS2026-3 – Agreement - Javy Ortiz Nursey
4. SIS2026-3 – Single Source Request Form
5. SIS2026-4 – Agreement - Golf Agronomics Supply & Handling
6. SIS2026-4 – Non-Competitive Purchase Request Form

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: City Commission

VIA:

FROM: Alex Ray DATE: 3/10/2026

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Non-Departmental	Non-Departmental
Account Description	Contingency	General Gov't Transfer to Capital Projects
Account Number	001-190-599000-519	001-190-593300-581
Amount to be Transferred ($)	$52,500.00	$52,500.00
	General Fund CIP	General Fund CIP
	Interfund Transfer In - General Fund	Suellen Field Upgrade
	300-000-381001-381	300-314-600000-002-SUEIU
	$52,500.00	$52,500.00

This Transaction	All Funds Cumulative FY 26 YTD	2.5% Limit Based on FY 26 Adopted Budget
$52,500.00	$75,731	$3,176,774

REASON:

To fund upgrades to SFSC Fields via General Fund Contingency.

Total appropriations of this fund is NOT changed by this budget amendment.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

02/25/2026	JOURNAL REGISTER FOR CITY OF COOPER CITY				
JE #: 12897 to 12897					
Posted and Unposted Journal Entries					
Journal Number	Date	JNL	Description	User	
GL Number	Description			DR	CR
12897	02/01/2026	BA	FUND EASYCAMPAIGNFINANCE FOR CITY CLERK	MNadeau	
NOT POSTED		Approval Level: DEPT HEAD			
001-120-531340-510	EXPENSE-ELECTION				2,375.00
001-120-534410-510	MAINTENANCE-CONTRACTS			2,375.00	
				2,375.00	2,375.00
			Total:	2,375.00	2,375.00

02/03/2026 JOURNAL REGISTER FOR CITY OF COOPER CITY
Post Dates: 10/01/2025 to 02/03/2026
Posted and Unposted Journal Entries

Journal Number	Date	JNL	Description
GL Number	Description		
12591	10/01/2025	BA	MOVE LASERFICHE BUDGET FROM 190 TO 170
POSTED BY TGranit		Approval Level: JE APPROVED	
001-170-534410-519	MAINTENANCE-CONTRACTS		
001-190-534410-519	MAINTENANCE-CONTRACTS		
12713	12/01/2025	BA	FUND 165 PUBLIX GIFT CARDS W 3% DISCOUNT
POSTED BY IWilliams		Approval Level: JE APPROVED	
001-190-532481-519	PUBLIC RELATIONS		
001-110-532401-512	TRAVEL & PER DIEM		
001-140-532482-513	ANNUAL EVENTS		
12828	01/01/2026	BA	FUND MDFM FOR ACFR IN GRAVITY
POSTED BY TGranit		Approval Level: JE APPROVED	
001-170-534410-519	MAINTENANCE-CONTRACTS		
001-190-599000-519	CONTINGENCY		

Total:

User	DR	CR
MNadeau		
		6,400.00
	6,400.00	
	6,400.00	6,400.00
MNadeau		
		8,002.50
	3,500.00	
	4,502.50	
	8,002.50	8,002.50
MNadeau		
		8,828.00
	8,828.00	
	8,828.00	8,828.00
	23,230.50	23,230.50

CERTIFIED TIFWAY 419 BERMUDAGRASS
SIS2026-3

THIS IS AN AGREEMENT ("Agreement"), dated _____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

Javy Ortiz Nusery, Inc. DBA Pitch & Grade, a Florida Profit Corporation, located at 4581 Weston Road #233, Weston, FL 33331 (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for Certified Tifway 419 Bermudagrass and

WHEREAS, the City Code provides authority for exclusions and exceptions to bid and proposal requirements pursuant to Sec. 2-258(b) of the City's Procurement Code; and

WHEREAS, the CITY desires to procure Certified Tifway 419 Bermudagrass from the CONTRACTOR for the CITY, in accordance with the terms and conditions of this Agreement,

NOW, **THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing (including any Attachments thereto).

ARTICLE 3. NATURE OF THE AGREEMENT

CONTRACTOR hereby agrees to provide subcontractors, as more particularly described in the Scope of Services outlined in Appendix A.

Unless otherwise provided for herein, CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

CONTRACTOR shall not utilize the services of any subcontractor without the prior written approval of CITY.

ARTICLE 4. TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the thirty-sixth (36) month thereafter, or March 30, 2029. The City reserves the option to renew this Contract for three (3), additional one (1) year terms.

The City may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the Agreement period and will notify the CONTRACTOR in writing if the Agreement is extended. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the City and the CONTRACTOR, upon approval of the City Commission (the "Commission").

ARTICLE 5. NOTICE

Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

a) to the Project Manager

Irwin Williams, Finance Director
City of Cooper City, Finance
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 292
IWilliams@CooperCity.gov

and,

b) to the Contract Manager

Tyrone White, Procurement Manager

City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
JHorowitz@gorencherof.com

For CONTRACTOR: Javy Ortiz Nursey, Inc. DBA Pitch & Grade
Shawn Kietzman
4581 Weston Road #233
Weston, FL 33331
(314) 432-4700
shawn.kietzman@coreandmain.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

The CONTRACTOR warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the CONTRACTOR deemed necessary to determine the price the CONTRACTOR will charge to provide the Goods/Services to be performed under this Contract. The compensation for all Goods/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The City shall have no obligation to pay the CONTRACTOR any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the CONTRACTOR.

All Work undertaken by the CONTRACTOR before City's approval of this Contract or after the expiration of this contract shall be at the CONTRACTOR'S risk and expense.

With respect to travel costs and travel-related expenses, the CONTRACTOR agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT

The CONTRACTOR may bill the City periodically, but not more than once per month, upon invoices certified by the CONTRACTOR pursuant to Appendix B. All invoices shall be taken from the books of account kept by the CONTRACTOR, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City, shall show the City's contract number, and shall have a unique invoice number assigned by the CONTRACTOR. In accordance with Section 218.74 of the Florida

Statutes, the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the CONTRACTOR to the City to: AccountsPayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the CONTRACTOR.

ARTICLE 8. CHANGES TO SCOPE OF WORK/ADDITION OR DELETION OF WORK

The CITY may add, delete, increase, decrease, or otherwise modify the Scope of Work, described in **Appendix "A"** of this Agreement. These changes may affect the monthly compensation accordingly. Such additions, deletions, increases, decreases, changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be approved via a contract amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 10. INSURANCE

Where the CONTRACTOR is required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The CONTRACTOR shall be liable for any damages or loss to the City occasioned by negligence of the CONTRACTOR or any person the CONTRACTOR has designated in the completion of this contract.

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractor. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontractor until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City’s Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A”

as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, CONTRACTOR shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent CONTRACTORs, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the CONTRACTOR. Additionally, the CONTRACTOR shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.

The City shall be granted a Waiver of Subrogation on the CONTRACTOR's Workers' Compensation and General Liability insurance policy and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The CONTRACTOR waives, and the CONTRACTOR shall ensure that the CONTRACTOR's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

10.1.1 REQUIRED INSURANCE

10.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising

injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

10.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1.	Workers' Compensation:	Coverage A	Statutory
2.	Employers Liability:	Coverage B	$500,000 Each Accident
			$500,000 Disease – Policy Limit
			$500,000 Disease – Each Employee

10.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

10.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

10.1.1.5 Sexual Abuse may not be excluded from any policy

10.1.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORs' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. CONTRACTOR shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONTRACTOR in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR

and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12. PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

ARTICLE 13. SCRUTINIZED COMPANIES

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

ARTICLE 14. ASSIGNMENT

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY, except in connection with a merger, acquisition, or sale of all or substantially all of a CONTRACTOR's assets or voting securities. In the event that CONTRACTOR does undergo a merger, acquisition, or sale of all or substantially all of its assets or voting securities, CONTRACTOR agrees to ensure that any successor entity assumes the obligations of this Agreement. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 15. SEVERABILITY

This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

ARTICLE 16. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

ARTICLE 17. E-VERIFY

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTOR's, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Cooper City. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractors does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractors knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 18. CONTRIBUTIONS PROHIBITED

Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or Commissioner, or member of the City Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

ARTICLE 19. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a thirty (30) day written notice to the CONTRACTOR. Termination for convenience is effective on the termination date stated in the written notice provided by the City. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under the Contract. The City shall only be

liable for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The City shall be the sole judge of "reasonable costs."

ARTICLE 20. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the CONTRACTOR on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the CONTRACTOR fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the CONTRACTOR, the City shall provide written notice specifying the breach to the CONTRACTOR and advising the CONTRACTOR that the breach must be cured immediately, or this Contract may be terminated by the City. The City further reserves the right to suspend or debar the CONTRACTOR in accordance with the Sec. 2-266 of Cooper City Procurement Code, resolutions and/or other governing legislation. The CONTRACTOR will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the CONTRACTOR fails to timely or adequately, and to the satisfaction of the City, cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated CONTRACTOR. The CONTRACTOR shall be responsible for all other direct damages incurred by the City arising out of the breach.

ARTICLE 21. AUDITS – ACCESS TO RECORDS

The City, through its duly authorized representatives and governmental agencies, shall have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records and of its subcontractors and Suppliers which apply to all matters of the City for a minimum of three years after the expiration of this Contract and any extension thereof. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 22. NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 23. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 24. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 25. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 26. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 27. APPENDICES

Each Appendix referred to in this Agreement forms an essential part of this Agreement. The appendices if not physically attached should be treated as part of this and are incorporated herein by reference.

ARTICLE 28. LEGAL REPRESENTATION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 29. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

a) lost revenues;
b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright

infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 32. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 33. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 34. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the goods or services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the City.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent,

Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 35. COUNTERPARTS AND EXECUTION

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

The Contractor shall hold all licenses or certifications, obtain and pay for all permits or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or Contractor for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 36. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 37. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other contractor of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the CONTRACTOR in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other contractor of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

ii. is an employee, agent, advisor, or contractor to the CONTRACTOR or to the best of the CONTRACTOR's knowledge any Subcontractor or supplier to the CONTRACTOR.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the City.

ARTICLE 39. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a

reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 40. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 41. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 42. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

Date:_____

_____
CITY MAYOR

_____
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

_____
CITY ATTORNEY

_____
CITY CLERK

Javy Ortiz Nursey, Inc, DBA Pitch & Grade

Date:_____

_____
By:

_____
NAME

_____
TITLE

_____
WITNESSED BY:

ADDRESS:

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared_____, as_____of **Javy Ortiz Nursey, Inc, DBA Pitch & Grade**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of___, as___of **Javy Ortiz Nursey, Inc, DBA Pitch & Grade**, and who is personally known to me or has produced_____as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____day of_____,20_____.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

_____

Docusign Envelope ID: 048D1A49-02D5-49AD-B580-B272B53C0FF4

CITY OF Cooper City
Someplace Special

REQUEST FOR SINGLE SOURCE PROCUREMENT

Single Source: Refers to a supply source for goods or services to which purchases are directed because of issues related to standardization, warranty, or other factors, even though other competitive sources may be available.

Date:	02/05/2026		
To:	PROCUREMENT DEPARTMENT		
From:	Parks & Recreation - Parks Maintenance		
Vendor:	Pitch & Grade		
REQ No:	N/A	**Amount:**	

COMODITY OR SERVICE REQUIRED: Tifway 419 (Specific) Sod Renovation's

SINGLE SOURCE JUSTIFICATION:

The athletic fields at the Suellen H. Fardelmann Cooper City Sports Complex are predominantly established in Tifway 419 Bermudagrass, and maintaining turf uniformity is essential to consistent field performance and maintenance practices. Tifway 419 is no longer produced within the State of Florida and must be sourced directly from certified production facilities in Georgia, creating a limited and time-sensitive supply chain.

This procurement requires a contractor capable of furnishing, transporting, and installing the sod as a single, continuous operation to ensure sod viability from harvest through installation. Separating material procurement from installation would introduce delays, increase the risk of sod degradation, and create fragmented responsibility for turf performance. Pitch & Grade can assume full responsibility for material quality, delivery logistics, installation, and establishment, preserving uniformity with existing fields and maintaining clear warranty accountability. For these reasons, competitive sourcing is not practical.

By signing below, I certify to the best of my knowledge that this single source request meets the requirements for a single source procurement, pursuant to Sec. 2-258(b) of Cooper City Procurement Code.

Approval Signatures:	
Department Director: Signed by: Joshua Rhodes	Date: 02/05/2026
Purchasing Approval:	Date: 02/05/2026

PURCHASE & INSTALLATION OF ATHLETIC FIELD SOILS, CLAY AND SAND
SIS2026-4

THIS IS AN AGREEMENT ("Agreement"), dated _____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

Golf Agronomics Supply & Handling, LLC, a Foreign Limited Liability Corporation, located at 2165 17th Street, Sarasota, FL 34234 (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the Purchase and Installation of Athletic Field Soil, Clay and Sand and

WHEREAS, the City Code provides authority for exclusions and exceptions to bid and proposal requirements pursuant to Sec. 2-258(b) of the City's Procurement Code; and

WHEREAS, the CITY desires to procure the Purchase and Installation of Athletic Field Soil, Clay and Sand from the CONTRACTOR for the CITY, in accordance with the terms and conditions of this Agreement,

NOW, **THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1. PREAMBE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing (including any Attachments thereto).

ARTICLE 3. NATURE OF THE AGREEMENT

CONTRACTOR hereby agrees to provide subcontractors, as more particularly described in the Scope of Services outlined in Appendix A.

Unless otherwise provided for herein, CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

CONTRACTOR shall not utilize the services of any subcontractor without the prior written approval of CITY.

ARTICLE 4. TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through December 31, 2026.

The City may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the Agreement period and will notify the CONTRACTOR in writing if the Agreement is extended. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the City and the CONTRACTOR, upon approval of the City Commission (the "Commission").

ARTICLE 5. NOTICE

Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

a) to the Project Manager

Irwin Williams, Finance Director
City of Cooper City, Finance
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 292
IWilliams@CooperCity.gov

and,

b) to the Contract Manager

Tyrone White, Procurement Manager
City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
JHorowitz@gorencherof.com

For CONTRACTOR: Golf Agronomics Supply & Handling, LLC
Rene Kelly
2165 17th Street
Sarasota, FL 34234
(941) 955-4690
rene.kelly@golfagronomics.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

The CONTRACTOR warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the CONTRACTOR deemed necessary to determine the price the CONTRACTOR will charge to provide the Goods/Services to be performed under this Contract. The compensation for all Goods/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The City shall have no obligation to pay the CONTRACTOR any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the CONTRACTOR.

All Work undertaken by the CONTRACTOR before City's approval of this Contract or after the expiration of this contract shall be at the CONTRACTOR'S risk and expense.

With respect to travel costs and travel-related expenses, the CONTRACTOR agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT

The CONTRACTOR may bill the City periodically, but not more than once per month, upon invoices certified by the CONTRACTOR pursuant to Appendix B. All invoices shall be taken from the books of account kept by the CONTRACTOR, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City, shall show the City's contract number, and shall have a unique invoice number assigned by the CONTRACTOR. In accordance with Section 218.74 of the Florida

Statutes, the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the CONTRACTOR to the City to: AccountsPayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the CONTRACTOR.

ARTICLE 8. CHANGES TO SCOPE OF WORK/ADDITION OR DELETION OF WORK

The CITY may add, delete, increase, decrease, or otherwise modify the Scope of Work, described in **Appendix "A"** of this Agreement. These changes may affect the monthly compensation accordingly. Such additions, deletions, increases, decreases, changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be approved via a contract amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 10. INSURANCE

Where the CONTRACTOR is required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The CONTRACTOR shall be liable for any damages or loss to the City occasioned by negligence of the CONTRACTOR or any person the CONTRACTOR has designated in the completion of this contract.

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractor. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontractor until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City’s Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A”

as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, CONTRACTOR shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent CONTRACTORs, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the CONTRACTOR. Additionally, the CONTRACTOR shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.

The City shall be granted a Waiver of Subrogation on the CONTRACTOR's Workers' Compensation and General Liability insurance policy and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The CONTRACTOR waives, and the CONTRACTOR shall ensure that the CONTRACTOR's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

10.1.1 REQUIRED INSURANCE

10.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising

injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

10.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1.	Workers' Compensation:	Coverage A	Statutory
2.	Employers Liability:	Coverage B	$500,000 Each Accident
			$500,000 Disease – Policy Limit
			$500,000 Disease – Each Employee

10.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

10.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

10.1.1.5 Sexual Abuse may not be excluded from any policy

10.1.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORs' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. CONTRACTOR shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONTRACTOR in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR

and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12. PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

ARTICLE 13. SCRUTINIZED COMPANIES

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

ARTICLE 14. ASSIGNMENT

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY, except in connection with a merger, acquisition, or sale of all or substantially all of a CONTRACTOR's assets or voting securities. In the event that CONTRACTOR does undergo a merger, acquisition, or sale of all or substantially all of its assets or voting securities, CONTRACTOR agrees to ensure that any successor entity assumes the obligations of this Agreement. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 15. SEVERABILITY

This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

ARTICLE 16. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

ARTICLE 17. E-VERIFY

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTOR's, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Cooper City. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractors does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractors knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 18. CONTRIBUTIONS PROHIBITED

Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or Commissioner, or member of the City Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

ARTICLE 19. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a thirty (30) day written notice to the CONTRACTOR. Termination for convenience is effective on the termination date stated in the written notice provided by the City. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under the Contract. The City shall only be

liable for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The City shall be the sole judge of "reasonable costs."

ARTICLE 20. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the CONTRACTOR on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the CONTRACTOR fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the CONTRACTOR, the City shall provide written notice specifying the breach to the CONTRACTOR and advising the CONTRACTOR that the breach must be cured immediately, or this Contract may be terminated by the City. The City further reserves the right to suspend or debar the CONTRACTOR in accordance with the Sec. 2-266 of Cooper City Procurement Code, resolutions and/or other governing legislation. The CONTRACTOR will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the CONTRACTOR fails to timely or adequately, and to the satisfaction of the City, cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated CONTRACTOR. The CONTRACTOR shall be responsible for all other direct damages incurred by the City arising out of the breach.

ARTICLE 21. AUDITS – ACCESS TO RECORDS

The City, through its duly authorized representatives and governmental agencies, shall have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records and of its subcontractors and Suppliers which apply to all matters of the City for a minimum of three years after the expiration of this Contract and any extension thereof. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 22. NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 23. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 24. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 25. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 26. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 27. APPENDICES

Each Appendix referred to in this Agreement forms an essential part of this Agreement. The appendices if not physically attached should be treated as part of this and are incorporated herein by reference.

ARTICLE 28. LEGAL REPRESENTATION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 29. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

a) lost revenues;
b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright

infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 32. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 33. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 34. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the goods or services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the City.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent,

Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 35. COUNTERPARTS AND EXECUTION

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

The Contractor shall hold all licenses or certifications, obtain and pay for all permits or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or Contractor for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 36. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 37. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other contractor of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the CONTRACTOR in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other contractor of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

ii. is an employee, agent, advisor, or contractor to the CONTRACTOR or to the best of the CONTRACTOR's knowledge any Subcontractor or supplier to the CONTRACTOR.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the City.

ARTICLE 39. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a

reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 40. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 41. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 42. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

Date:_____

_____
CITY MAYOR

_____
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

_____
CITY ATTORNEY

_____
CITY CLERK

Golf Agronomics Supply & Handling, LLC

Date:_____

_____
By:

_____
NAME

_____
TITLE

_____
WITNESSED BY:

ADDRESS:

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared_____, as_____of **Golf Agronomics Supply & Handling, LLC**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of___, as___of **Golf Agronomics Supply & Handling, LLC**, and who is personally known to me or has produced_____as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____day of_____,20_____.

_____

NOTARY PUBLIC

_____

Print or Type Name

My Commission Expires:

_____

PROCUREMENT DIVISION

Non-Competitive Acquisition Allocation Request Form

Section A

Date 05/15/2025

To Tyrone White
(***Procurement Division Contact; Phone and Email)***

From Jonathan Pares
(Procurement Liaisons of client departments*)*

Subject Golf Agronomics & Supply
(Contract Number; Title; Term, From - To)

Due Date 05/15/2025

It is the policy of Cooper City to consistently purchase goods and services using full and open competition. The citizens of Cooper City are best served through sound business decisions based on competitive solicitations. Early acquisition planning that includes consultation with Procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a client department determines that other than full and open competition is necessary or in the best interest of the City, appropriate justification for such course of action must be submitted to the Procurement Division for approval and execution to waive the competitive bid/proposal process. The provision of this form to a client department by Procurement Division does not constitute a recommendation, nor does it imply that such request will be substantiated by the Procurement Division's independent evaluation or authorized to proceed as a non-competitive acquisition.

Instructions: Complete and return document, with the appropriate attachments, by the due date to: Tyrone White

Section B - To Be Completed by Client Department

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:

Department:	Parks & Recreation		
Project Manager Name:	Jonathan Pares	Project Manager Phone Number:	(561) 579 - 9897
Requisition No.:		*Requested Allocation:	N/A
Proposed Supplier/ Vendor:	Golf Agronomics & Supply	Requested Contract Term:	
Funding Source:			
Will Federal funds be used to support the requested allocation: Yes ___ No___		Will grant funds be used to support the requested allocation: Yes___ No___	
Previous Contract No.: (if applicable)	_____	Previous Contract Value: (if applicable)	_____

*Allocations may be proportionally adjusted should there be a change to contract term.

PROCUREMENT DIVISION

Purpose of the Purchase
Please describe the minimum requirements and the benefits of the non-competitive acquisition.

PROCUREMENT DIVISION

Best Interest of the City/Uniqueness of Product

Please provide a detailed description as to why a waiver of formal bidding is in the City's best interest (e.g., product standardization, compatibility, proprietary access, or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not acceptable justification for a non-competitive acquisition.

COMAND is manufactured by Life Soils. Golf Agronomics Supply & Handling is the sole-supplier and only distributor with the ability to supply premixed COMAND soil/sand enhanced bulk dressings in the State of Florida. They are also the supplier for all third-party distributors that sell premixed bulk dressings maximizing our cost savings opportunity thus, leading the way for a single-source procurement.

Market Research

Please describe the market research findings. This should include a description of other, similar sources or products available in the market, if any, and why these are not acceptable.

COMAND Enhanced topdressings are not available in the open market outside of utilizing Golf Agronomics and Supply as a supplier and then distributing the product that only they have authorization to sell blended. As far as, pre-blended topdressing option go in Florida, their no competitor suppliers in the space. Non-enhanced topdressings can be purchased but are actually more expensive then what Golf Agronomic has quoted us. A strong cross-reference would be to look at SEFLGP Bid No. 2022-006 Zone 4 pricing.

PROCUREMENT DIVISION

Proposed Actions
Please describe the actions the department will take to mitigate the present barriers to competition prior to any future acquisitions of this product or service.

Department Director Name/Initial
Jennifer McMahon

Date Approved
05/15

Purchasing Name/Inital
Tyrone White
Digitally signed by Tyrone White
Date: 2025.05.15 15:23:11 -04'00'

Date Approved
05/15

COMPREHENSIVE IRRIGATION SERVICES
SIS2026-2

THIS IS AN AGREEMENT ("Agreement"), dated _____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

Flow Grown Irrigation, LLC, a Florida Limited Liability Corporation, located at 5107 Meadow Oak Dr, Coconut Creek, FL 33073 (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for Comprehensive Irrigation Services and

WHEREAS, the City Code provides authority for exclusions and exceptions to bid and proposal requirements pursuant to Sec. 2-258(b) of the City's Procurement Code; and

WHEREAS, the CITY desires to procure Comprehensive Irrigation Services from the CONTRACTOR for the CITY, in accordance with the terms and conditions of this Agreement,

NOW, **THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing (including any Attachments thereto).

ARTICLE 3. NATURE OF THE AGREEMENT

CONTRACTOR hereby agrees to provide subcontractors, as more particularly described in the Scope of Services outlined in Appendix A.

Unless otherwise provided for herein, CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

CONTRACTOR shall not utilize the services of any subcontractor without the prior written approval of CITY.

ARTICLE 4. TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the thirty-sixth (36) month thereafter, or March 30, 2029. The City reserves the option to renew this Contract for three (3), additional one (1) year terms.

The City may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the Agreement period and will notify the CONTRACTOR in writing if the Agreement is extended. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the City and the CONTRACTOR, upon approval of the City Commission (the "Commission").

ARTICLE 5. NOTICE

Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

a) to the Project Manager

Irwin Williams, Finance Director
City of Cooper City, Finance
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 292
IWilliams@CooperCity.gov

and,

b) to the Contract Manager

Tyrone White, Procurement Manager

City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
JHorowitz@gorencherof.com

For CONTRACTOR: Flow Grown Irrigation, LLC
Shawn Kietzman
5107 Meadow Oaks Dr.
Coconut Creek, FL, 33073
(314) 432-4700
shawn.kietzman@coreandmain.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

The CONTRACTOR warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the CONTRACTOR deemed necessary to determine the price the CONTRACTOR will charge to provide the Goods/Services to be performed under this Contract. The compensation for all Goods/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The City shall have no obligation to pay the CONTRACTOR any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the CONTRACTOR.

All Work undertaken by the CONTRACTOR before City's approval of this Contract or after the expiration of this contract shall be at the CONTRACTOR'S risk and expense.

With respect to travel costs and travel-related expenses, the CONTRACTOR agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT

The CONTRACTOR may bill the City periodically, but not more than once per month, upon invoices certified by the CONTRACTOR pursuant to Appendix B. All invoices shall be taken from the books of account kept by the CONTRACTOR, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City, shall show the City's contract number, and shall have a unique invoice number assigned by the CONTRACTOR. In accordance with Section 218.74 of the Florida

Statutes, the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the CONTRACTOR to the City to: AccountsPayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the CONTRACTOR.

ARTICLE 8. CHANGES TO SCOPE OF WORK/ADDITION OR DELETION OF WORK

The CITY may add, delete, increase, decrease, or otherwise modify the Scope of Work, described in **Appendix "A"** of this Agreement. These changes may affect the monthly compensation accordingly. Such additions, deletions, increases, decreases, changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be approved via a contract amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 10. INSURANCE

Where the CONTRACTOR is required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The CONTRACTOR shall be liable for any damages or loss to the City occasioned by negligence of the CONTRACTOR or any person the CONTRACTOR has designated in the completion of this contract.

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractor. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontractor until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City’s Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A”

as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, CONTRACTOR shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent CONTRACTORs, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the CONTRACTOR. Additionally, the CONTRACTOR shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.

The City shall be granted a Waiver of Subrogation on the CONTRACTOR's Workers' Compensation and General Liability insurance policy and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The CONTRACTOR waives, and the CONTRACTOR shall ensure that the CONTRACTOR's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

10.1.1 REQUIRED INSURANCE

10.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising

injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

10.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1.	Workers' Compensation:	Coverage A	Statutory
2.	Employers Liability:	Coverage B	$500,000 Each Accident
			$500,000 Disease – Policy Limit
			$500,000 Disease – Each Employee

10.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

10.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

10.1.1.5 Sexual Abuse may not be excluded from any policy

10.1.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORs' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. CONTRACTOR shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONTRACTOR in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR

and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12. PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

ARTICLE 13. SCRUTINIZED COMPANIES

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

ARTICLE 14. ASSIGNMENT

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY, except in connection with a merger, acquisition, or sale of all or substantially all of a CONTRACTOR's assets or voting securities. In the event that CONTRACTOR does undergo a merger, acquisition, or sale of all or substantially all of its assets or voting securities, CONTRACTOR agrees to ensure that any successor entity assumes the obligations of this Agreement. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 15. SEVERABILITY

This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

ARTICLE 16. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

ARTICLE 17. E-VERIFY

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTOR's, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Cooper City. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractors does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractors knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 18. CONTRIBUTIONS PROHIBITED

Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or Commissioner, or member of the City Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

ARTICLE 19. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a thirty (30) day written notice to the CONTRACTOR. Termination for convenience is effective on the termination date stated in the written notice provided by the City. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under the Contract. The City shall only be

liable for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The City shall be the sole judge of "reasonable costs."

ARTICLE 20. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the CONTRACTOR on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the CONTRACTOR fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the CONTRACTOR, the City shall provide written notice specifying the breach to the CONTRACTOR and advising the CONTRACTOR that the breach must be cured immediately, or this Contract may be terminated by the City. The City further reserves the right to suspend or debar the CONTRACTOR in accordance with the Sec. 2-266 of Cooper City Procurement Code, resolutions and/or other governing legislation. The CONTRACTOR will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the CONTRACTOR fails to timely or adequately, and to the satisfaction of the City, cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated CONTRACTOR. The CONTRACTOR shall be responsible for all other direct damages incurred by the City arising out of the breach.

ARTICLE 21. AUDITS – ACCESS TO RECORDS

The City, through its duly authorized representatives and governmental agencies, shall have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records and of its subcontractors and Suppliers which apply to all matters of the City for a minimum of three years after the expiration of this Contract and any extension thereof. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 22. NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 23. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 24. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 25. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 26. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 27. APPENDICES

Each Appendix referred to in this Agreement forms an essential part of this Agreement. The appendices if not physically attached should be treated as part of this and are incorporated herein by reference.

ARTICLE 28. LEGAL REPRESENTATION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 29. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

a) lost revenues;
b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright

infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 32. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 33. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 34. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the goods or services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the City.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent,

Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 35. COUNTERPARTS AND EXECUTION

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

The Contractor shall hold all licenses or certifications, obtain and pay for all permits or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or Contractor for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 36. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 37. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other contractor of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the CONTRACTOR in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other contractor of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

ii. is an employee, agent, advisor, or contractor to the CONTRACTOR or to the best of the CONTRACTOR's knowledge any Subcontractor or supplier to the CONTRACTOR.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the City.

ARTICLE 39. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a

reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 40. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 41. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 42. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

Date:_____

_____
CITY MAYOR

_____
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

_____
CITY ATTORNEY

_____
CITY CLERK

Flow Grown Irrigation, LLC

Date:_____

_____
By:

_____
NAME

_____
TITLE

_____
WITNESSED BY:

ADDRESS:

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared_____, as_____of **Flow Grown Irrigation, LLC**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of___, as of **Flow Grown Irrigation, LLC**, and who is personally known to me or has produced_____as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____day of_____,20_____.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

_____

Docusign Envelope ID: 225FBAB8-88A2-4C65-8C5F-B1584E4D65D3

CITY OF Cooper City
Someplace Special

REQUEST FOR SINGLE SOURCE PROCUREMENT

Single Source: Refers to a supply source for goods or services to which purchases are directed because of issues related to standardization, warranty, or other factors, even though other competitive sources may be available.

Date:	01/13/2026		
To:	PROCUREMENT DEPARTMENT		
From:	Parks & Recreation - Parks Maintenance		
Vendor:	Flow Grown Irrigation - Vendor # 17461		
REQ No:	TBD	**Amount:**	$19,800.00

COMODITY OR SERVICE REQUIRED:	Electrical & Technical Irrigation Services
SINGLE SOURCE JUSTIFICATION:	This request is justified as a single-source procurement for Flow Grown Irrigation, as they are the original installer for all existing Hunter ACC2 irrigation controllers and Rain Bird stations currently utilized by the city. Flow Grown installed and configured these systems using manufacturer-specific components, wiring standards, programming protocols, and installation methods that must be maintained for proper operation and compatibility. Using an alternative vendor would introduce incompatible components and inconsistent installation practices, thereby increasing the risk of system failure and performance issues. Flow Grown is also the authorized warranty provider for the existing systems, and warranty coverage remains valid only when Flow Grown performs all related repairs, replacements, and modifications. Utilizing another vendor would void or materially limit warranty protections and shift liability for defects or failures to the City. For these reasons, use of All Phase is justified in accordance with Sec. 2-258(b) of the Cooper City Procurement Code.

By signing below, I certify to the best of my knowledge that this single source request meets the requirements for a single source procurement, pursuant to Sec. 2-258(b) of Cooper City Procurement Code.

Approval Signatures:	
Department Director: Signed by: Jennifer McMahon	Date: 01/13/2026
Purchasing Approval: Signed by: Tyrone White	Date: 01/13/2026

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 25-74 (Commission)**

DATE: **March 10, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COOPER CITY AND ENERGY SYSTEMS GROUP, LLC, ATTACHED HERETO AS EXHIBIT "A," IN ACCORDANCE WITH SECTION 2-258(i) OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **Commissioner Shrouder**

BACKGROUND OF ITEM:
Resolution 25-74 was previously presented to the City Commission for approval to authorize the execution of a Project Development Agreement between the City of Cooper City and Energy Systems Group, LLC (ESG), to evaluate and identify potential energy savings opportunities for City facilities and infrastructure.

At the December 9, 2025, Commission meeting, Commissioner Shrouder voiced concerns about parts of the agreement and requested more information and clarification before moving forward. Since then, staff has worked with Commissioner Shrouder to address and resolve those concerns.

Commissioner Shrouder has now requested that Resolution 25-74 be brought back before the City Commission for reconsideration and approval.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 25-74 (Administration)**

DATE: **March 10, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COOPER CITY AND ENERGY SYSTEMS GROUP, LLC, ATTACHED HERETO AS EXHIBIT "A," IN ACCORDANCE WITH SECTION 2-258(i) OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – **City Manager**

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the City Commission waive procurement procedures in accordance with Section 2-258(i) of the City's Code of Ordinances and approve a Project Development Agreement (PDA) between the City of Cooper City and Energy Systems Group, LLC, a Florida Limited Liability Company.

BACKGROUND OF ITEM:
On August 12, 2021, Cooper City issued RFQ 2021-1-UTL regarding Energy Savings Performance Contractor Services, pursuant to Sec. 489.145, F.S. On June 17, 2022, Cooper City entered into a PDA with ESG to explore energy-saving performance services. ESG was contractually required to complete the project development phase and submit a final report within 120 days (by October 15, 2022). Due to various operational reasons, including personnel changes at both ESG and the City, ESG was unable to deliver the final report within the required timeframe, and the parties did not enter into a subsequent performance contract, as outlined by the PDA.

On June 13, 2025, the City Attorney's Office sent a letter to ESG informing them of the missed deadlines in the PDA and notifying ESG that the City was terminating the PDA effective immediately. The City did not make any payments to ESG under the PDA.

Despite ESG's failure to deliver the final report on the project development phase within the 120-day period, ESG appeared to act in good faith throughout their relationship with the City. ESG also completed a preliminary analysis under the terms of the PDA. Additionally, there were several meetings between ESG and the then-new City Manager and Finance Director regarding

the PDA, the scope of services, and potential energy savings opportunities for the City. The City remains interested in energy efficiency initiatives, and the City's professional staff recommends reengaging ESG under a new PDA to continue its efforts to provide energy-savings opportunities for the City, subject to the limitations and conditions outlined in the proposed agreement. As noted, the previous agreement was terminated by the City. Given ESG's history with the City and the specific information they gathered during their performance under the previous PDA, ESG is in a unique position to provide the City with a timely analysis under a new agreement. Therefore, the City Manager recommends engaging ESG pursuant to Sec. 2-258(i) of the City's Code of Ordinances.

Under this new agreement:

- ESG must submit proposed projects within 120 days of signing.
- The City is not required to approve any project unless it shows a cost recovery period of under 20 years.
- Any costs incurred by ESG for projects accepted by the City will be included in the cost recovery calculation, ensuring transparency and alignment with the City's financial thresholds.

This revised framework offers the City a low-risk way to assess energy efficiency upgrades while maintaining control over financial commitments. Specifically, we plan to evaluate the following options:

1. Citywide AC Replacement
2. LED Streetlight Conversion
3. Facility Lighting Systems Upgrade at various locations
4. Pool Heater & Chillers at the Pool and Tennis Center
5. Sports Lighting (Bill Lips)

FISCAL IMPACT:

This agreement allows the City to accelerate projects that generate energy savings.

- **Project Selection Criteria:**
  - The City is not required to accept projects unless they meet specific financial thresholds, such as a cost recovery period of less than 20 years, as stated in the agreement. This safeguards the City from investing in projects with poor ROI.
- **Initial Evaluation Costs:**
  - While ESG covers initial assessments, internal costs will be incurred for staff time, legal review, or third-party validation.
- **Long-Term Commitment:**
  - ESPCs typically last between 10 and 20 years. The City needs to be confident in the duration and terms of the agreement.

ALTERNATIVES:

Fund these improvements over time with a pay-as-you-go program.

ATTACHMENTS:

1. Resolution 25-74
2. ESG (Project Development Agreement)

RESOLUTION NO. 25-74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COOPER CITY AND ENERGY SYSTEMS GROUP, LLC, ATTACHED HERETO AS EXHIBIT "A," IN ACCORDANCE WITH SECTION 2-258(i) OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about June 17, 2022, the City of Cooper City (the "City") and Energy Systems Group, LLC ("ESG") entered into a project development agreement pursuant to RFQ 2021-1-UTL (the "Original Agreement"); and

WHEREAS, the Original Agreement was terminated by the City; however, during its performance of the Original Agreement, ESG conducted and completed a preliminary analysis of energy savings opportunities for the City; and

WHEREAS, the City did not tender any payment to ESG for services rendered under the Original Agreement; and

WHEREAS, the City's professional staff continues to be interested in energy efficiency initiatives, and recommends reengaging ESG under a new performance development agreement and allowing ESG to continue with their efforts to provide the City with energy savings opportunities; and

WHEREAS, given ESG's prior involvement with the City, ESG is uniquely situated to provide the City with a timely analysis and recommendations for energy savings opportunities; and

WHEREAS, the City's professional staff recommends waiving further competitive procurement and reengaging ESG in accordance with Sec. 2-258(i) of the City's Code of Ordinances; and

WHEREAS, the City Commission finds that engaging ESG pursuant to 2-258(i) of the City's Code of Ordinances, waiving further competitive procurement, and entering into a new project development agreement with ESG is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City, Florida hereby approves and authorizes the execution of the Project Development Agreement between the City and Energy Systems Group, LLC, attached hereto as Exhibit "A," in accordance with Section 2-258(i) of the City's Code of Ordinances. The appropriate city officials are authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and

adoption.

PASSED AND ADOPTED this 10th day of March, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

PROJECT DEVELOPMENT AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, **2025**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

ENERGY SYSTEMS GROUP, LLC, an Indiana Limited Liability Company, authorized to do business in the State of Florida, with a business address of **9877 Eastgate Court, Newburgh, IN 47630,** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **August 12, 2021,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Energy Saving Performance Contractors Services** pursuant to §489.145, Florida Statutes under RFQ 2022-1-UTL, ENERGY SAVINGS PERFORMANCE CONTRACTORS SERVICES.

1.2 On June 17th, 2022, the CITY entered into an agreement with ENERGY SYSTEMS GROUP, LLC, to perform the work provided in RFQ 2022-1-UTL, the "Original Agreement."

1.3 Since entering into that agreement, the Parties continuously pursued joint efforts to effectuate the terms of the Original Agreement.

1.4 The Original Agreement was terminated on October 14, 2022.

1.5 The Parties have acted in good faith throughout the term of the Original Agreement, and the CONSULTANT obtained unique, specific, and beneficial knowledge about the CITY, its needs, and operations.

1.6 The CITY desires to continue to work with the CONSULTANT, and the CONSULTANT was selected in compliance with §489.145, Florida Statutes.

1.7 Whereas, the Original Agreement provided for the CITY to pay the CONSULTANT for the initial evaluation if the recommended construction was not approved, and the CONSULTANT in this agreement has agreed to waive those fees if the recommended construction was not approved.

1.8 The Parties agree that the termination of the Original Agreement was the most prudent course of action, and this agreement is otherwise a formal modification of the Original Agreement and is substantially similar to RFQ 2022-1-UTL, which is also include herein as **Exhibit A**.

1.9 The Parties agree that the services provided herein do not meet the definition of "Professional Services" as defined in §287.055, Florida Statutes.

The CITY remains satisfied with the CONSULTANT, and pursuant to §2-258(i), of the City code, the City Commission with the recommendation of the City Manager, agree that it is in the best interests of the CITY to waive the procurement process and enter into this agreement with the CONSULTANT.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform Scope of Services/Scope of Work for this Project Development Agreement (referred to as the "Agreement," "PDA," or "Project Development Phase.") defined in the Exhibit "B" attached hereto and made a part of this PDA, in accordance with the general requirements described in **"RFQ 2022-1-UTL,"** attached hereto and made a part hereof as **Exhibit "A,"** CONSULTANT agrees to do everything required by this Agreement, and Addenda to this Agreement which have been signed by both Parties. In the event of any conflicts between this Agreement, Exhibits A and Exhibit B, this terms of this Agreement shall prevail.

2.2 The Parties enter into this agreement to have the CONSULTANT prepare a report that identifies and summarizes the costs associated with the efficiencies including, but not limited to, energy, water, wastewater and conservation measures ("ECMs") and provides an estimate of the amount of the cost savings and enhanced revenue as required by §489.145, Florida Statutes for all City facilities and operations identified in **Exhibit "B."** The intent is for the report include efficiencies including, but not limited to, energy, water, wastewater and conservation measures, energy-related operational cost-saving measures, capital improvements, and services authorized by §489.145, Florida Statutes, which includes but is not limited to the identification of savings sources, enhancing revenue, and obtaining an energy/operational savings guarantee. The cost of the PDA shall be deferred through the Project Development Phase and will be included in the cost

of the project and paid in the first construction draw of the resultant Construction Phase contract. The PDA shall be prepared at no cost the City, and the City shall have no obligation to compensate CONSULTANT for the PDA unless and until the construction agreement is approved by the City Commission.

2.3 The CITY's obligation to compensate the CONSULTANT shall be fully contingent on the projection of energy, water, wastewater and conservation measures' cost savings, or enhanced revenue, to the CITY being equal to or greater than the total projected costs of the design and installation of the ECMs improvements identified in the report. The CONSULTANT understands and agrees that no compensation shall be provided, demanded, or remitted under this Agreement for any and all efforts related to the PDA or the Project Development Phase.

2.3.1 The Project Development Phase report shall provide a detailed analysis of the cost savings projected to be realized by the City for each ECM.

2.3.2 The Project Development Phase report shall identify all cost savings projected to be realized by each ECM for a period of time not to exceed twenty (20) years.

2.3.3 The Project Development Phase report shall identify, account for, and include the anticipated useful life of all improvements which may be less than twenty (20) years.

2.3.2 The Project Development Phase report shall consider and provide a detailed analysis on how savings from each ECM shall be calculated. Savings will be considered only during the term of the ECM installation/Measurement & Verification (M&V) contract, not to exceed 20 years.

2.3.2 Project Development Phase report shall identify the costs of the Project Development Phase which the CONSULTANT intends to claim within the Construction Phase agreement. The Project Development Phase report shall identify the cost savings for each ECM, inclusive of all costs to the CITY within the Construction Phase agreement, including any and all amounts claimed by the CONSULTANT for the Project Development Phase.

2.4 The CITY and CONSULTANT may enter into a separate agreement for the construction or implementation of the ECM improvements identified during the Project Development Phase. CONSULTANT acknowledges and agrees that the CITY may, at its sole option, selectively determine which, if any, recommendations provided within the Project Development Phase are constructed or implemented.

2.5 CONSULTANT shall furnish all services and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.6 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT

has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.7 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The CONSULTANT shall complete the Scope of Services/Scope of Work related to the Project Development Phase provided within ONE HUNDRED AND TWENTY (120) days following the execution of this Agreement. CONSULTANT may request an extension of this completion date by written notice submitted to CITY and CITY shall not unreasonably withhold approval of such extension.

3.2 This Agreement may be terminated by either party for convenience, upon fifteen (15) days written notice. In the event that the CONSULTANT determines that it is not feasible to develop a project meeting the requirements of this Agreement, CONSULTANT shall provide notice of termination to the CITY and shall not receive any compensation whatsoever under this Agreement. All finished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT for the CITY shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately upon termination.

3.4 SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANTS's costs and expenses in developing the project shall be deferred through the Project Development Phase and will be rolled into the cost of the project and paid in the first construction draw of the resultant Construction Phase contract. In the event the City elects not to proceed, for any reason, with the negotiation of a Guaranteed Energy, Water and Wastewater Performance Savings Contract ("GPSC") after the completion of the Project Development phase, the City shall have no obligation to compensate the CONSULTANT.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in the **Exhibits** to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work that has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party to the extent arising out of, or by reason of, or resulting from the error, omission, or negligent acts of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and reasonable attorneys' fees to the extent arising out of or in connection with the performance by CONSULTANT under to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and reasonable attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right resulting from the services furnished to the CITY pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's

responsibility to indemnify.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the Insurance Service Office (ISO) Additional Insured Endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the Insurance Service Office (ISO) Additional Insured Endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor pursuant to this agreement.

The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Insurance. The Consultant waives, and the Consultant shall ensure that the Consultant's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subConsultant to commence work on his subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial

strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
7.7.1 Waiver of all Rights of Subrogation against the CITY
7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
7.7.4 CONSULTANTs' policies shall be Primary & Non-Contributory
7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subConsultant in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subConsultant is covered by the protection afforded by the CONSULTANT and provided proof of

such coverage is provided to CITY. The CONSULTANT and any subConsultants shall maintain such policies during the term of this Agreement

7.10 Consultant agrees to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
prr@coopercityfl.org

ARTICLE 11
FEMA REQUIREMENTS
(OMITTED)

ARTICLE 12
MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided to CONSULTANT by CITY in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product only for its intended purposes which is to evaluate proceeding to an

GPSC with CONSULTANT.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record in accordance with its regular business practice's complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY Alex Rey, City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500 / Fax No: (954) 771-4923

Consultant ENERGY SYSTEMS GROUP, LLC
Attn: General Counsel
9877 Eastgate Court
Newburgh, IN 47630
E-mail:generalcounsel@esg.email
Telephone No: (812) 471-5000

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.13 **Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the CONSULTANT is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the CONSULTANT providing an affidavit that it does not use coercion for labor or services. This attestation by the CONSULTANT shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the CONSULTANT and provided to the CITY when entering, amending, or renewing this Contract.

This Contract shall be void if the CONSULTANT submits a false Affidavit pursuant to Section 787.06, F.S., or the CONSULTANT violates Section 787.06, F.S., during the term of this Contract, even if the CONSULTANT was not in violation at the time it submitted its Affidavit.

ARTICLE 12
E-Verify

12.14 **E-Verify -** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

"CONSULTANT" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONSULTANT" includes, but is not limited to, a vendor or CONSULTANT.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a CONSULTANT or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT

shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the agreement.

All persons (including subcontractors/subcontractors) assigned by CONSULTANT to perform work pursuant to the contract with the City of Cooper City. The CONSULTANT acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the agreement is a condition of the agreement with the City of Cooper City; and

The CONSULTANT shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONSULTANT shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____
TEDRA ALLEN, CITY CLERK
ALEX REY, CITY MANAGER

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

ENERGY SYSTEMS GROUP, LLC

By: _____

Name: DAVID J JONES

Title: VICE PRESIDENT - EAST REGION

STATE OF New York
COUNTY OF Essex

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 29 day of October 2025, by David J. Jones of Energy Systems Group, LLC, a State of Indiana Limited Liability Company, on behalf of the corporation.

_____
NOTARY PUBLIC

_____ Personally Known OR
✓ Produced Identification

NYS Drivers License.
Type of Identification Produced

BRENDA A. DARRAH
Notary Public, State of New York
No. 01DA6064907
Qualified in Essex County
My Commission Expires 10-01-2029

EXHIBIT B

SCOPE OF SERVICES/SCOPE OF WORK

PROJECT DEVELOPMENT PHASE

A. The purpose of the Project Development Agreement (referred to as the "PDA") is to identify the scope of work, enhanced revenue/savings sources, and energy/operational savings/revenue guarantee. The cost of the PDA will be deferred through the Project Development phase and will be rolled into the cost of the project and paid in the first construction draw of the resultant Construction Phase contract. The result of the PDA will be a contract for scope, schedule, budget and guarantees for the Construction Phase of the Project.

B. The scope of services shall include a full range of Energy, Water, or Wastewater Efficiency and Conservation Measures ("ECMs") related capital improvements to be implemented for the City of Cooper City facilities, including buildings, grounds, parks, water and wastewater facilities. The specific facilities and project scope will be determined in a co-authored, partnership approach with the City.

C. As required by to §489.145(4), Florida Statutes, the CONSULTANT shall provide a report that summarizes the costs associated with the ECM improvements and provides an estimate of the amount of the cost savings or increased revenue.

D. City of Cooper City facilities that shall be included are:

   a. City Hall/Community Development Building, 9090 SW 50th Street, Cooper City, 33328;
   b. The Community Center, 9000 SW 50th Place, Cooper City, 33328;
   c. George A. Haughney Utilities Complex, 11505-11791 SW 49 Street, Cooper City, including but not limited to;
      i. The Water Treatment Plant Building and appurtenances
      ii. High Service Pump Building and appurtenances
      iii. The Generator Day Tank Room and appurtenances
      iv. All Waste Water Treatment Plant Buildings, including the Blowers Building and appurtenances
      v. The Field Crews Office/Work/Storage Building
      vi. The Electricians Office
      vii. The Foreman's Building
      viii. The Chlorine Building
      ix. The Centrifuge Building, and;
      x. The Steel Storage Building
   d. Public Works Compound, 9070 SW 51st Street, Cooper City, 33328;
   e. The Pool & Tennis Center, 11600 Stonebridge Parkway, Cooper City, 33026;

f. Police Station/Broward Sheriff's Office substation, 10580 Stirling Rd, Cooper City, 33024;
    i. This building is owned by the City of Cooper City;
    ii. All contractors and subcontractors who enter this building must submit to and pass all Broward Sheriff's Office's security requirements, including background checks;
g. Fire Station, 10550 Sterling Rd, Cooper City, 33024.
h. Flamingo West Park, 6201 S. Flamingo Rd, Cooper City, 33330
i. Suellen H. Fardelmann Sports Complex, 10300 Stirling Rd, Cooper City, 33024;
j. Bill Lips Sports Complex (11700 SW 49th Street, Cooper City, 33030)
k. Repump Station 55 Building (9070 SW 51 St)
l. Pine Island Road Pump Station (2650 Pine Island Rd)
m. All sewer pumping stations within the City's sewer collection and transmission system.
n. Fleet Maintenance Facility and fleet ops/alternate fuel source.

Exhibit A

Potential ESG Projects Identified

1. Citywide AC Replacement
2. LED Streetlight Conversion
3. Facility Lighting Systems Upgrades
4. Pool Heater & Chillers
5. Sports Lighting (Bill Lips)

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 26-20 (Utilities)**

DATE: **March 10, 2026**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AGREEMENT WITH NUR-UL-ISLAM OF SOUTH FLORIDA INC. FOR ONE (1) WATER ERC FOR NEW WATER SERVICE ONLY TO THEIR SINGLE-FAMILY HOME AT A TOTAL COST OF $5,302.00, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; ACCEPTING FOR THE CITY, AS GRANTEE, A UTILITY EASEMENT AGREEMENT PROVIDING FOR ACCESS TO THE PROPERTY, ATTACHED HERETO AS EXHIBIT "B;" LIMITING THE SERVICE PROVIDED BY THIS APPROVAL TO A SINGLE-FAMILY RESIDENTIAL USE AND PROVIDING THAT SEWER SERVICE WILL NOT BE PROVIDED AT THE PROPERTY; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of the Water Agreement for one (1) Equivalent Residential Connection (ERC) and the grantee of a Utility easement with Nur-UL-Islam of South Florida Inc., for new water service only to their single-family home located at 5801 SW 106th Avenue, Davie, FL. Sewer service will not be provided; the home will remain on the septic system.

BACKGROUND OF ITEM:
Nur-UL-Islam of South Florida Inc., located at 5801 SW 106th Avenue in the Town of Davie, is requesting a water connection for a total of one (1) ERC for their single-family home. Nur-UL-Islam of South Florida Inc. will be responsible for all installation costs. The Town of Davie, through Resolution No. R2025-189, has approved this request.

ANALYSIS:
The City owns the Utility system on SW 106th Avenue and provides water distribution services. The system has enough capacity to support this request.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
This is revenue that will be deposited into Contribution-Developers & Others. The remaining amount is the revenue we need to reach our FY26 budget for this line item after the deposit.

Nur-Ul-Islam of South Florida Inc. has submitted a check to the City for a total of $5,302.00, which includes a 25% surcharge as calculated below.

Water: $3,971.60 x 1 ERCs	=$3,971.60
Meter Installation	=$220.00
Deposit	=$50.00
25% Surcharge	=$1,060.40
TOTAL	**$5,302.00**

General Ledger Acct. Number	**Budgeted Amount**	**Requested Amount**	**Remaining Amount**
450-000-366700-366 **Contributions-Developers & Others**	$74,000.00	$5,302.00	$63,561.00

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Resolution 26-20
2. Water agreement, including legal description & plan
3. Copy of contribution check

RESOLUTION NO. 26-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF WATER AGREEMENT WITH NUR-UL-ISLAM OF SOUTH FLORIDA INC. FOR ONE (1) WATER ERC FOR NEW WATER SERVICE ONLY TO THEIR SINGLE-FAMILY HOME AT A TOTAL COST OF $5,302.00, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; ACCEPTING FOR THE CITY, AS GRANTEE, A UTILITY EASEMENT AGREEMENT PROVIDING FOR ACCESS TO THE PROPERTY, ATTACHED HERETO AS EXHIBIT "B;" LIMITING THE SERVICE PROVIDED BY THIS APPROVAL TO A SINGLE-FAMILY RESIDENTIAL USE AND PROVIDING THAT SEWER SERVICE WILL NOT BE PROVIDED AT THE PROPERTY; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cooper City ("CITY") is the owner of the Utility system and provides water distribution services ("SERVICES"); and

WHEREAS, Nur-UL-Islam of South Florida Inc., hereinafter called "OWNER," is requesting one (1) Equivalent Residential Connection ("ERC") for new water service to their single-family home located at 5801 SW 106th Avenue in the Town of Davie for water service only. Sewer service will not be provided as the home will remain on the septic system; and

WHEREAS, The City of Cooper City desires a Utility easement across the property for access and inspections; and

WHEREAS, Nur-UL-Islam desires a Utility easement for maintaining the water line within the private properties; and

WHEREAS, The property owner Nur-UL-Islam of South Florida Inc. located at Southwest 106th Avenue, Davie, FL 33328 (Grantor) has entered into a "Utility Easement"

granting to the City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328, a Florida municipal corporation (the "City/Grantee") and to Nur-UL-Islam of South Florida, Inc., the owners of the property located at 5801 SW 106th Avenue, Davie, FL 33328 (the "Grantee") a Utility easement over under and through the property for the purpose of establishing and operating a public water system; and

WHEREAS, Section 19-107 of the City Code requires the OWNER to execute a Water Agreement, attached hereto as Exhibit A, and pay contribution charges to the CITY before the SERVICES could be provided; and

WHEREAS, the contribution charges for one (1) water ERC shall be $5,302.00, including a 25% surcharge as shown in Exhibit A; and

WHEREAS, the City Commission finds that the Owner's proposed use of the property is consistent with the City's interests and not in conflict with Sec. 19.142 of the City's Code of Ordinances; and

WHEREAS, The Town of Davie has approved this connection as evidenced by their Resolution No. R2025-189, attached hereto and made a part of this Resolution; and

WHEREAS, the Engineering/Utilities recommend approval of a Water Agreement with the OWNER for one (1) water ERC for a total cost of $5,302.00 and grantee of a Utility Easement; and

WHEREAS, the City Commission finds that approving and authorizing the aforementioned Water Agreement with the OWNER for one (1) water ERC and accepting, as grantee, the Utility Easement is in the best interests of the citizens and residents of the City of Cooper City.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the City Commission hereby approves and authorizes the Water Agreement with the OWNER for one (1) water ERC at a total cost of $5,302.00, attached hereto as Exhibit "A," and accepts, as grantee, a Utility Easement, recorded Instrument #120701796, attached as Exhibit "B" made a part hereof by this reference. The City Commission further affirms that this approval is limited to water service and for the single-family residential use of the Property.

Section 3: That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution.

Section 4: Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5: Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5: Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REMAINDER OF THIS RESOLUTION IS INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 10th day of March, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
ALEX REY
City Manager

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____
Commissioner Smith _____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

WATER AGREEMENT
FOR SINGLE FAMILY RESIDENT

(Outside Cooper City Corporate Limits)

FOR: NUR-UL-ISLAM OF SOUTH FLORIDA, INC
(NAME OF OWNER)

LOCATION: 5801 SW 106TH AVENUE, DAVIE, FL 33328

THIS AGREEMENT effective this 10TH day of NOVEMBER, 2025, is made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Davie, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Nur-ul-Islam of South FL, INC an individual customer with a property address of 5801 SW 106th Ave, Davie, FL 33328 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, CITY is the owner and operator of a water treatment plant known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code, comprehensive with the Engineering permit and submittal requirements, including approval by the City Commission; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water services outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City Commission has approved this Agreemer the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20_____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on September 03, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.

B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is defined for single family residential-customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.

C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.

D. The term CITY COMMISSION shall refer to the City of Cooper City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge not to exceed twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Single Family Residential ..... 1 ERC's $3,971.60, Per ERC, plus meter installation $220.00, deposit $50.00, 25% surcharge $1,060.40 equals $5,302.00
Total ERC's 1 (WATER)

OWNER has paid to CITY the sum of Five thousand three hundred two dollars

$5,302.00 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

B. **City Code Sec. 19-132. - On-site facilities.**
Each developer, owner or builder shall be responsible for the design, installation, inspection and testing of the complete water distribution system located in the street or streets adjoining or within the boundaries of developer's property. The term "complete water distribution system" as used herein, shall include all component parts of a water distribution system, including water mains, valves, fittings, services, hydrants, and all appurtenances as shown upon the approved design of such water distribution system within right-of-way or easement, including the site for same, and all other appurtenances as shown on the approved design for the installation of such system.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water distribution service to consumers within the PROPERTY covered by this Agreement in accordance with Sec. 19-142 of the City's Code of Ordinances, as may be amended from time to time. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement. The CITY's approval of this agreement is subject to Sec. 19-142 of the City's Code of Ordinances and to the continued use of the PROPERTY by the OWNER for single-family, residential purposes.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water and or sewer lines within granted easements to City pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY's sole obligation shall be to refund OWNER's contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall install the water meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to pay all cost for the water extension and connect of the house lines to meter. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY and the TOWN.

OWNER shall be responsible for obtaining any and all permits pertaining to the services provided pursuant to this agreement that may be required by the Town of Davie, the Central Broward Water Control District or any other federal, state or county agency with jurisdiction at the Property, including all costs associated therewith.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

OWNER acknowledges that the CITY's approval of this Agreement is contingent upon the continued use of the PROPERTY for single-family, residential purposes.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water distribution service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. WARRANTY AND MAINTENANCE BOND.

The **DEVELOPER** warrants that the water facilities to be owned by the **CITY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **CITY**. At time of execution of this Agreement, **DEVELOPER** shall deliver to the **CITY** a Performance bond or other security in a form acceptable to the City Attorney in an amount equal to one hundred ten (110) percent of the estimated cost of the construction as approved by the **CITY**. Upon completion of construction and simultaneously with the transfer of the water facilities to the **CITY**, the Bond shall be reduced to twenty-five (25) percent of the certified completion cost of construction of the water facilities The remaining Bond shall be held for an initial one (1) year period and shall act as a Maintenance Bond, which shall guarantee the warranty. Release of the remaining Bond shall be contingent upon the satisfactory inspection of all improvements, and the approval of the City Commission. If it becomes necessary to repair and/or replace any part of the facilities during the one (1) year period, then the warranty to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the **City** of those repairs and/or replacements. The bonds shall have as the surety thereon only such surety company as is acceptable to the **CITY** and which is authorized to write bonds of such character and amount under laws of the State of Florida. Bond will be waived if the Utilities is installed and owned by the City staff.

I. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, Owner's successors and assigns.

J. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion or this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

K. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of

placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby. OWNER shall be responsible for all recording costs.

L. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

M. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

N. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

O. OPINION OF TITLE

Prior to the execution of this Agreement, the OWNER, at its own expense, shall deliver to the CITY an opinion of title for the PROPERTY issued by a qualified attorney licensed to practice law in the State of Florida, which confirms that the OWNER owns the fee simple title to the PROPERTY.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the

provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER:
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:
NUR-UL-ISLAM of SOUTH FLORIDA, INC
5801 SW 106th AVENUE
DAVIE, FL 33328

FOR THE TOWN
Town Attorney
8800 SW 36th Street
Davie, FL 33328

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF COOPER CITY:

ATTEST BY:

_____
MAYOR JAMES CURRAN

_____

DATE: _____

CITY CLERK

Approved as to legal form:

_____
CITY MANAGER

_____

CITY ATTORNEY DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument and, acknowledged to and before me that _____executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____day of _____ 20____

My commission expires: _____ day of _____20 _____

_____
NOTARY PUBLIC STATE OF FLORIDA

OWNER:

BY: NUR-UL-ISLAM of SOUTH FLORIDA, INC

NAME: ALAUDDIN BAKSH, PRESIDENT

DATE: 11-10-2025

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10th day of NOVEMBER 2025, by NUR-UL-ISLAM of South FL, INC (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced ——— as identification.

WITNESS my hand and official seal, this 10th day of NOVEMBER, 2025.

My commission expires: 17th day of APRIL 2026

Ayesha Hack
NOTARY PUBLIC STATE OF FLORIDA

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

THE TOWN OF DAVIE

ATTEST BY:

TOWN CLERK

TITLE: Town Administrator

DATE: 09/09/2025

Approved as to legal form:

TOWN ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of September, 2025, by Richard J. Lemack (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 9th day of September 2025

My commission expires 7th day of February 2026

NOTARY PUBLIC STATE OF FLORIDA

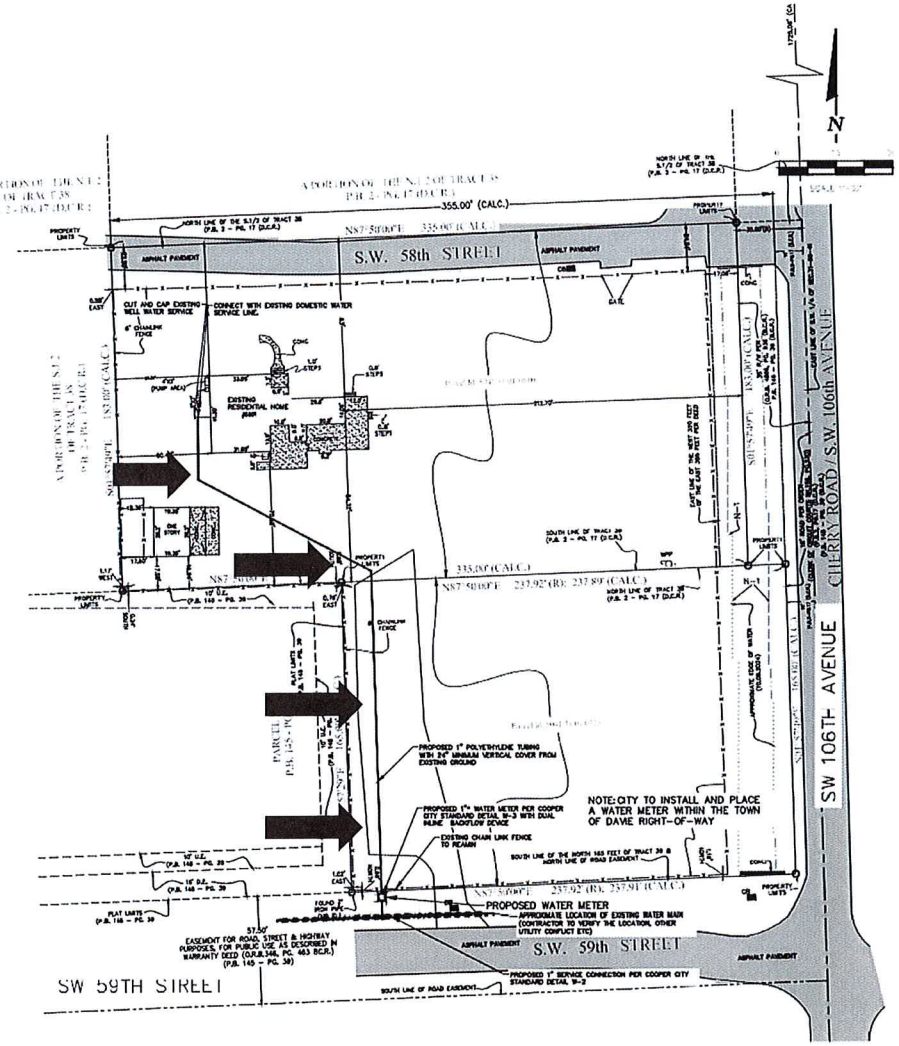
Notary Public State of Florida
Arlyn L Millares
My Commission
HH 221109
Exp.02/07/2026

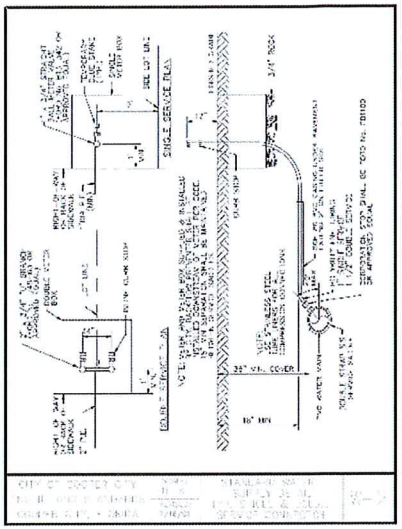
EXHIBIT "A"
Property Legal Description

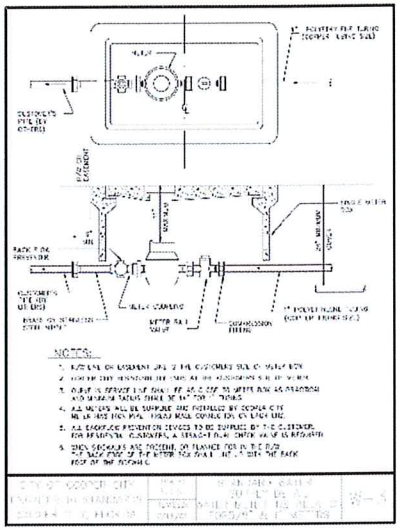
The West 320 feet of the East 355 feet of the South One-Half (S1/2) of Tract 38 in Section 31, Township 50 South, Range 41 East of "FLORIDA FRUITLANDS CO. SUBDIVISION NO. 1" according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

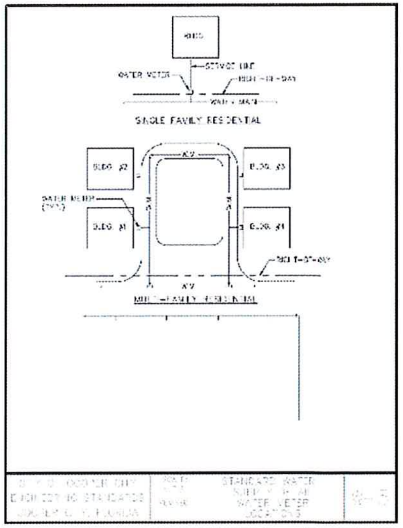
Parcel Identification Number: 5041 31 01 0510
Commonly known as: 5801 Southwest 106th Avenue, Davie, FL 33328

EXHIBIT B









Two-foot dedicated Utility easement over water line

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

NO.	REVISIONS	DATE	BY

PROJECT NO. 202105002

NUR-UL-ISLAM OF SOUTH FLORIDA, INC
10005 SW 59TH STREET
COOPER CITY, FLORIDA 33328

WATER SERVICE CONNECTION FOR RESIDENTIAL HOME

C-01

OPINION OF TITLE FOR CONVEYANCE OF WATER DISTRIBUTION TO THE CITY OF COOPER CITY

This Opinion of Title is furnished to City of Cooper City, Broward County, Florida, as inducement for the acceptance of a Bill of Sale in connection with certain water distribution facilities for the Project known as NUR-UL-IS-LAM water Service, located at 5801 SW 106th Avenue, Davie, FL 33328

I hereby certify that I have examined a Title Search Property Information Report concerning ownership and encumbrance(s) issued by Attorneys' Title Fund Services Inc. covering the period from the beginning to September 10, 2025, at the hour of 11:00 pm inclusive, of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof ("**Property**").

It is my opinion that on the last mentioned date, the fee simple title to the Property was vested in: NUR-UL-ISLAM OF SOUTH FLORIDA INC., a Florida not-for-profit corporation

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:** NONE

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:** NONE

3. **GENERAL EXCEPTIONS:**

   3.1 Taxes for 2025 and subsequent years, and taxes or special assessments which are not shown as existing liens by the Public Records.

   3.2 Rights or claims of parties in possession not shown by the Public Records.

   3.3 Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property.

   3.4 Easements or claims of easements not shown by the Public Records.

   3.5 Any lien or right to a lien for labor, equipment, material, or supplies heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   3.6 Any adverse claim to all or any part of the Property which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. **SPECIAL EXCEPTIONS:**

A. All matters contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida, said land lying and situate in Broward County, Florida.

B. Reservations in favor of the State of Florida, as set forth in the seed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded Deed Book 46, at Page 240, of the Public Records of Broward County, Florida.

C. Reservations Deed from The Everglades Drainage District contained in Deed recorded in Deed Book 470, at Page 322, of the Public Records of Broward County, Florida.

D. Road Right of Way Easement contained in County Deed recorded in Deed Book 547, at Page 3, of the Public Records of Broward County, Florida.

E. Dedication of Easement in favor of Future Owners, contained in instrument recorded May 2, 1967, in Official Records Book 3417, at Page 378, of the Public Records of Broward County, Florida.

F. Matters contained in Quitclaim Deed in favor of Broward County, filed May 17, 1972, recorded in Official Records Book 4866, at Page 936, of the Public Records of Broward County, Florida.

G. Assignment in favor of the City of Cooper City recorded in O.R. Book 10662, Page 218, Public Records of Broward County, Florida.

H. Resolution recorded in O.R. Book 14432, Page 759, Public Records of Broward County, Florida.

I. Resolution No. 2011-10-1 recorded in O.R. Book 32234, Page 1915, Public Records of Broward County, Florida.

J. Resolution No. 2003-4-4 recorded in O.R. Book 35056, Page 952, Public Records of Broward County, Florida.

K. Utility Easement recorded in O.R. Book 35993, Page 1149, Public Records of Broward County, Florida.

L. Road Easement recorded in O.R. Book 45405, Page 531, Public Records of Broward County, Florida.

M. Subject to Easements, Rights-of-Way, and Canal as shown on Survey made by Robert P. Legg, Professional Land Surveyor No. 2972, dated June 10, 1988 and revised June 20, 1988 to show the West line of East 1.000 acre.

N. Subject to Road Easement for Rock Road which borders the North property line; subject to encroachment of the wood dock which borders the East property line as shown on that certain survey prepared by William Melrose, dated April 27, 2000.

All recording references are to the Public Records of Broward County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions. It is my opinion that the following parties must join in the Bill of Sale and Grant of Easement in order to make these instruments valid and binding conveyances of the interests described therein.

Name	Interest	Special Exception Number
NONE		

I HEREBY CERTIFY that the legal description covered by this Opinion of Title is the same as the legal description in the Bill of Sale and the Grant of Easement.

I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted on this 16th day of September, 2025.

By: Yasir Billoo
Print name: Yasir Billoo
Florida Bar No. 718351

STATE OF Florida
COUNTY Broward

The foregoing instrument was acknowledged before me on 9/16/25, by Yasir Billoo who (check one) [X] is personally known to me or [ ] has produced a Florida drivers license as identification.

Sarah V. Falcon
Notary Public, State of Florida
[SEAL] Print Name: Sarah V. Falcon
My commission expires:

SARAH VICTORIA FALCON
MY COMMISSION # HH 512804
EXPIRES: May 3, 2028

IN
Re
Broward County Commission
4 Page(s)
Deed Doc Stamps: $0.70
#1

PREPARED BY:
GOREN, CHEROF, DOODY & EZROL
3099 E. COMMERCIAL BLVD, Suite 200
FORT LAUDERDALE, FL 33308

RETURN TO:
COOPER CITY UTILITIES
CITY OF COOPER CITY
11791 S.W. 49th STREET
COOPER CITY, FL 33330

PROPERTY IDENTIFICATION NO.:504131010523

UTILITY EASEMENT

THE UNDERSIGNED, Nur-Ul-Islam of South Florida/Allauddin Baksh ("Grantor"), the owners and holders of the property hereinafter more particularly described do hereby give and grant to the City of Cooper City, 9090 S.W. 50th Place, Cooper City, FL 33328, a Florida municipal corporation (the "City/Grantee" or "City"), and Nur Ul-Islam of South Florida, Inc., the owners of the property located at 5801 SW 106th Avenue, Davie, FL 33328 (the "Grantee") an easement over, under, and through the property described in Exhibit "A" attached hereto (hereafter, the "easement") for the purpose of establishing and operating public water system, including pipes and lines, catch basins, fire hydrants, valves, force mains, lift stations, pumps, and other appurtenant facilities (herein, the "utilities facilities"), as may be necessary, to service customers of the City's utility system, and for maintaining, repairing, replacing, securing, and safeguarding such utilities facilities as the City deems appropriate. The Grantor hereby grants and conveys to the City and Grantee an easement for the construction, installation, and maintenance of the Improvements on the Property, as may be necessary within the City's sole discretion, which right, privilege and easement shall include the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or that may extend up to twenty-five (25) feet vertically above the finished grade over the easement, as may be necessary to carry out any right granted herein.

For purposes of this Agreement, the term maintain may include, at the option of the City, the actual installation, maintenance, repair, replacement, or removal, of such parts or portions of said Improvements as are deemed to be necessary by the City, and in order to serve and promote the general safety, health and welfare of the citizenry of the City.

Upon the installation of said utilities facilities, the Grantor herein, its successors and assigns, will retain the right to use the surface of said easement, in all areas excepting: (1) secured or safeguarded areas; (2) the locations of fire hydrants, lift stations, valve pits, and other appurtenant facilities or portions thereof which may be above ground (such secured areas and other excepted above ground facilities being collectively referenced as the "excepted utilities facilities"); and (3), a restricted use radius adjacent and appurtenant to each such excepted utilities facilities. Said surface rights shall include, but not be limited to, use of the easement property for permitted encroachments such as: landscaped areas (no trees), parking (provided same does not restrict access to such utilities facilities for purposes of providing and operating such equipment as may be necessary for temporary power in instances of power outages) open space areas and other uses and improvements in accordance with plans as are approved by the City. Permitted encroachments shall not include the establishment of permanent buildings or other structures. The Grantor shall repair and maintain the surface of said easement.

Grantor agrees to immediately remove at its own expense any such encroachment located within the City's and Grantee's easement once notified by the City or Grantee of such encroachment. Grantor shall hold harmless and indemnify the City from and against all claims, liability and expense arising from the aforesaid encroachments, including the expense of removing, relocating, restoring and replacing same. City shall be held harmless by Grantor and shall not be responsible for the damage, destruction or

replacement of encroachments within the easement. City shall be entitled to make emergency repairs to utilities facilities within the easement(s) without prior notice to Grantor if giving notice would be of detriment to the health, safety and welfare of the citizens of Cooper City. Grantor agrees that any structures placed within the easement shall be limited to minor structures only, such as a sign, fence, or slight encroachments of concrete. Grantor agrees that landscaping within the easement shall be limited to bushes, shrubs and flowers, and that no trees shall be placed within the utility easement(s). Grantor shall not place any encroachments within the easement unless specifically approved in writing by the City. City shall have the right to enter upon said easement for inspection, maintenance, repair, and replacement or reinstallation of the utilities facilities. Nothing in this Agreement is intended to create an ongoing obligation on the party of the City to maintain the utilities facilities.

The Grantor covenants with the City and Grantee that Grantor is the owner of the property described in Exhibit "A" attached hereto, and has full power and authority to convey the rights and easements conveyed herein, and will defend the title to same from and against the claims of all persons whomsoever, subject however, to easements, covenants and restrictions in the land records of Broward County, Florida as of the date hereof, real estate taxes and assessments not yet due and payable, and zoning, building and other applicable laws, codes and regulations. This easement shall be binding against the Grantor, its heirs, executors, administrators, successors and assigns.

This easement shall only terminate upon recording a formal resolution of surrender by the City or the recording of a release of easement which has been executed by the City. No modification or amendment of this easement shall be of any force or effect unless in writing executed by both Grantor and the City and recorded in the Public Records of Broward County, Florida. This easement shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial. This easement sets forth the entire agreement between Grantor and the City relating to the easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, the Grantor has caused this easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, on this 17 day of February, 2026.

Attest: _____
Secretary

Witness

Printed Name of Witness

Address: 8550 NW 3 ST PEMBROKE PINES FL 33024

Witness

Printed Name of Witness

Address: 8870 Taft St, Pembroke Pins, FL 33024

GRANTOR:

Nur Ul Islam of South FL Inc
Name of Corporation/Company

By: _____

Allauddin Baksh
Printed Name of Signatory

10600 SW 59th Street

Cooper City FL 33328
Address of Grantor

(corporate seal)

Nur Ul Islam Of South Florida Inc.

(A Florida Non Profit Corporation)

CITY OF COOPER CITY:

Nur Ul-Islam of South Florida, Inc.,(Grantee)

Alauddin Baksh

Print:_____

Print: Allauddin Baksh

(1) **NOTARY BLOCK FOR A CORPORATION**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2/17/26 (*date*) by Allauddin (*name of officer or agent, title of officer or agent*), of Nur-ul-Islam (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

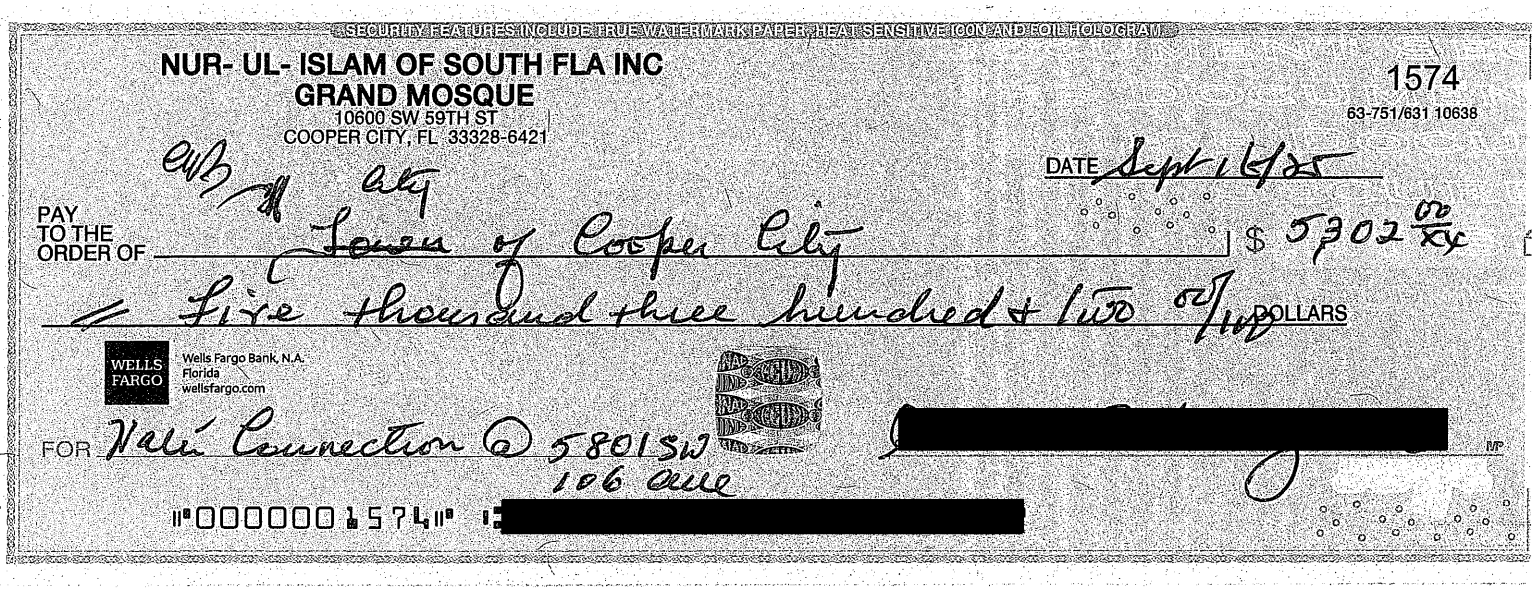
My commission number is:

Ayesha Hack

NOTARY PUBLIC, STATE OF FLORIDA

AYESHA HACK.

Printed Name of Notary
(Notary Seal)



SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

NUR- UL- ISLAM OF SOUTH FLA INC
GRAND MOSQUE
10600 SW 59TH ST
COOPER CITY, FL 33328-6421

1574
63-751/631 10638

DATE Sept 16/25

PAY TO THE ORDER OF ~~Town~~ City of Cooper City $ 5302 00/xx

Five thousand three hundred + two 00/100 DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Florida
wellsfargo.com

FOR Vali Connection @ 5801 SW 106 Ave

[redacted]

⑈000001574⑈ ⑆[redacted]

EXHIBIT "A"

Property Legal Description

PARCEL ID: 5041 31 01 0523

THE EASTERLY ONE ACRE PARCEL OF THE ONE-HALF (N 1/2) OF TRACT 39 LESS THE WEST 4.00 ACRES THEREOF IN SECTION 31, TOWNSHIP 50, RANGE 41 EAST. OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND MORE PARTICULARLY DELINEATED ON A SURVEY MADE BY ROBERT F. LEGG, PROFESSIONAL LAND SURVEYOR, FLORIDA REGISTRATION #2972, TOGUETHER WITH A 50' EASEMENT FOR ROAD, STREET AND HIGHWAY PORPUSES, FOR PUBLIC USE, SAID EASEMENT IS LOCATED AND DESCRIBED AS FOLLOWS: THE NORTH LINE THEREOF IS THE SOUTH BOUNDARY OF THE NORTH 165 FEET OF TRACT 39 OF THE SUBDIVISION OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION MAP NO.1, IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SUBJECT FURTHER TO A CANAL EASEMENT SHOWN ON SAID SURVEY, REDATED 7/20/88 TO SHOW THE WESTERLY LINE OF THE EAST 1.00 ACRE, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

Commonly known as: Southwest 106th Avenue, Davie, FL 33328

ORDINANCE NO. 26-08

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE III, ENTITLED "LEGISLATIVE;" AND IN PARTICULAR AMENDING SECTION 3.10, ENTITLED "VACANCIES, FORFEITURES OF OFFICE, FILLING OF VACANCIES;" PROVIDING FOR COORDINATION WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT A SPECIAL ELECTION TO FILL A VACANCY ON THE CITY COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Cooper City, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Cooper City, Florida, in an ordinance format; and

WHEREAS, the City's Charter Review Board convened pursuant to Section 7.02 of the City Charter and has recommended revisions to Section 3.10 of the City Charter related to the timeframe to conduct special elections to fill vacancies on the City Commission and coordination with the Broward County Supervisor of Elections, as detailed in this ordinance; and

ORDINANCE NO. 26-08

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the City Commission deems the proposed amendment to the City Charter, as detailed herein, to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article III of the Town Charter, entitled "Legislative," shall be revised by amending Section 3.10, entitled "Vacancies, forfeitures of office, filling of vacancies," of the Charter of the City of Cooper City, as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

COORDINATION WITH SUPERVISOR OF ELECTIONS TO CONDUCT SPECIAL ELECTIONS TO FILL CITY COMMISSION VACANCIES

Section 4. At the General Municipal Election on November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Cooper City, Florida, and shall read as follows:

> Shall the Cooper City Charter be amended to provide for the coordination with the Broward County Supervisor of Elections to conduct a special election in the event of a vacancy on the City Commission in accordance with the timeframes set forth in the City Charter or as otherwise mandated by the Supervisor of Elections?
>
> This proposed Charter amendment will have no financial impact to the City.

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-08

YES ☐ NO ☐

Section 5. Advertisement. The City Clerk of the City of Cooper City is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Cooper City, Florida, as well as the State of Florida Election Code.

Section 6. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2026.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2026.

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-08

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-08

EXHIBIT "A"

CHARTER AMENDMENT

Section 3.10. - Vacancies, forfeitures of office, filling of vacancies.

…

(6) *Filling of vacancies:*

(A) lf there are one hundred eighty (180) days or less remaining in an unexpired term or if there are less than one hundred eighty (180) days before the next regular city election, the commission by a majority vote of the remaining members shall choose a qualified successor to serve until a new commissioner is elected.

(B) lf there are more than one hundred eighty (180) days remaining in an unexpired term and no regular city election is scheduled within one hundred eighty (180) days, the commission shall schedule a special election to be held within sixty (60) days following the occurrence of the vacancy, or as soon as practicable following the occurrence of the vacancy, subject to the agreement of the Broward County Supervisor of Elections.

(C) The person elected to fill the vacancy shall serve in office for the remainder of the designated term of the member of the commission who vacated the seat.

(D) Notwithstanding any quorum requirements established herein, if at any time the membership of the commission is reduced to less than a quorum, the remaining members shall by a majority vote, appoint additional members under (A) above, or fill the vacancies as provided in (B) above.

ORDINANCE NO. 26-09

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE IV, ENTITLED "ADMINISTRATION;" AND IN PARTICULAR AMENDING SECTION 4.01, ENTITLED "CITY MANAGER;" PROVIDING FOR THE CITY MANAGER'S INDEPENDENT, ADMINISTRATIVE APPROVAL OF JOB DESCRIPTIONS; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Cooper City, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Cooper City, Florida, in an ordinance format; and

WHEREAS, the City's Charter Review Board convened pursuant to Section 7.02 of the City Charter and has recommended revisions to Section 4.01 of the City Charter related to the approval of job descriptions, as detailed in this ordinance; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the City Commission deems the proposed amendment to the City Charter, as

ORDINANCE NO. 26-09

detailed herein, to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article IV of the Town Charter, entitled "Administrative," shall be revised by amending Section 4.01, entitled "City Manager," of the Charter of the City of Cooper City, as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

ADMINISTRATIVE APPROVAL OF EMPLOYEE JOB DESCRIPTIONS

Section 4. At the General Municipal Election on November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Cooper City, Florida, and shall read as follows:

> Shall the Cooper City Charter be amended to allow for the City Manager's independent, administrative approval of job descriptions for City employees?
>
> This proposed Charter amendment will have no financial impact to the City.
>
> YES ☐ NO ☐

Section 5. **Advertisement.** The City Clerk of the City of Cooper City is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Cooper City, Florida, as well as the State of Florida

ORDINANCE NO. 26-09

Election Code.

Section 6. **Codification.** It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

ORDINANCE NO. 26-09

PASSED AND ADOPTED on First Reading this _____ day of _____, 2026.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-09

EXHIBIT "A"

CHARTER AMENDMENT

Section 4.01. – City Manager.

…

(M) The city manager shall develop job descriptions, pay and benefit plans, personnel policies, and any other matters necessary to exercise control and direction over the city's organization and operations, with such ~~job descriptions,~~ pay and benefit plans, and personnel policies being subject to approval by majority vote of the city commission.

ORDINANCE NO. 26-10

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE IV, ENTITLED "ADMINISTRATION;" AND IN PARTICULAR AMENDING SECTION 4.01, ENTITLED "CITY MANAGER;" AMENDING THE TIMEFRAME FOR THE CITY MANAGER TO SUBMIT THE UNAUDITED AND AUDITED FINANCIAL REPORT TO THE CITY COMMISSION FOLLOWING THE CLOSE OF EACH FISCAL YEAR; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Cooper City, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Cooper City, Florida, in an ordinance format; and

WHEREAS, the City's Charter Review Board convened pursuant to Section 7.02 of the City Charter and has recommended revisions to Section 4.01 of the City Charter related to the submittal of financial reports to the City Commission, as detailed in this ordinance; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the City Commission deems the proposed amendment to the City Charter, as

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-10

detailed herein, to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article IV of the Town Charter, entitled "Administrative," shall be revised by amending Section 4.01, entitled "City Manager," of the Charter of the City of Cooper City, as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

SUBMITTAL OF AUDITED AND UNAUDITED FINANCIAL REPORTS TO THE CITY COMMISSION

Section 4. At the General Municipal Election on November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Cooper City, Florida, and shall read as follows:

> Shall the Cooper City Charter be amended to require the City Manager to submit to the City Commission the City's unaudited financial reports within ninety (90) days following the close of each fiscal year and the audited financial report within one hundred eighty (180) days after the close of each fiscal year?
>
> This proposed Charter amendment will have no financial impact to the City.
>
> YES ☐ NO ☐

Section 5. **Advertisement.** The City Clerk of the City of Cooper City is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance

ORDINANCE NO. 26-10

with the Code of Ordinances of the City of Cooper City, Florida, as well as the State of Florida Election Code.

Section 6. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption.

ORDINANCE NO. 26-10

PASSED AND ADOPTED on First Reading this _____ day of _____, 2026.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-10

EXHIBIT "A"

CHARTER AMENDMENT

Section 4.01. – City Manager.

…

(F) To submit to the commission and make available to the public within ~~thirty (30)~~ ninety (90) after the close of each fiscal year, a complete, unaudited report on the finances and administrative activities of the city for the preceding fiscal year. An audited report shall be provided to the commission and made available to the public within one hundred eighty (180) days after the close of each fiscal year.

ORDINANCE NO. 26-11

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE V, ENTITLED "FINANCIAL PROCEDURES;" AND IN PARTICULAR AMENDING SECTION 5.15, ENTITLED "REQUIREMENTS FOR REFERENDUM AND EXPENDITURE OF PUBLIC FUNDS;" PROVIDING FOR THE ISSUANCE OF MUNICIPAL BONDS OR THE BORROWING OF FUNDS IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW;; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Cooper City, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Cooper City, Florida, in an ordinance format; and

WHEREAS, the City's Charter Review Board convened pursuant to Section 7.02 of the City Charter and has recommended revisions to Section 5.15 of the City Charter related to the referendum requirements for the issuance of municipal bonds and the borrowing of funds by the City, as detailed in this ordinance; and

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-11

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the City Commission deems the proposed amendment to the City Charter, as detailed herein, to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article IV of the Town Charter, entitled "Administrative," shall be revised by amending Section 4.01, entitled "City Manager," of the Charter of the City of Cooper City, as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

REQUIREMENTS FOR REFERENDUM; ISSUANCE OF MUNICIPAL BONDS AND BORROWING OF FUNDS

Section 4. At the General Municipal Election on November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Cooper City, Florida, and shall read as follows:

> Shall the Cooper City Charter be amended to require a referendum for the issuance of municipal bonds or the borrowing of funds in accordance with the requirements of state law, rather than require a referendum each time the City seeks to borrow money, contract loans or issue bonds payable from ad valorem taxes and maturing more than twelve months after issue and only to finance or refinance capital projects?

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-11

This proposed Charter amendment will have no financial impact to the City.

YES ☐ NO ☐

Section 5. Advertisement. The City Clerk of the City of Cooper City is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Cooper City, Florida, as well as the State of Florida Election Code.

Section 6. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption.

ORDINANCE NO. 26-11

PASSED AND ADOPTED on First Reading this _____ day of _____, 2026.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-11

EXHIBIT "A"

CHARTER AMENDMENT

Section 5.15. - Requirements for referendum and expenditure of public funds.

(1) The City of Cooper City ~~may borrow money, contract loans and issue bonds payable from ad valorem taxes and maturing more than twelve months after issue only to finance or refinance capital projects authorized by law and only when approved by a vote of the electors of the city. The city~~ shall have full power and authority to issue municipal bonds or to borrow funds for municipal purposes to the extent authorized by and subject to the limitations provided in the Constitution of the State of Florida, the Municipal Home Rule Law, other applicable statutes and this charter.

(2) Unless included in the adopted budget for a particular fiscal year, no capital project shall exceed five percent (5%) of the city operating budget of the general fund, as adopted at the beginning of the most recent fiscal year, unless approved by a vote of the electors of the city at a referendum election. This restriction shall not apply to expenditures from the city's enterprise funds, emergency expenditures, or expenditures for projects that were previously approved by the electorate in a prior fiscal year. For purposes of this section, "emergency" shall be as defined in F.S. § 252.34, as may be amended from time to time.

ORDINANCE NO. 26-12

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE III, ENTITLED "LEGISLATIVE;" AND IN PARTICULAR AMENDING SECTION 3.06, ENTITLED "COMPENSATION; EXPENSES;" PROVIDING FOR ADJUSTMENTS TO THE SALARY OF COMMISSION MEMBERS PURSUANT TO THE ADOPTION OF THE ANNUAL BUDGET AND SUBJECT TO THE CONSUMER PRICE INDEX, SOUTH REGION; REQUIRING ANY ADJUSTMENTS TO COMMISSIONER COMPENSATION IN EXCESS OF THE CONSUMER PRICE INDEX TO BE APPROVED BY THE ELECTORS OF THE CITY AT A REFERENDUM ELECTION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Cooper City, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Cooper City, Florida, in an ordinance format; and

WHEREAS, the City's Charter Review Board convened pursuant to Section 7.02 of the City Charter and has recommended revisions to Section 3.06 of the City Charter related to the compensation of commission members, as detailed in this ordinance; and

ORDINANCE NO. 26-12

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the City Commission deems the proposed amendment to the City Charter, as detailed herein, to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article III of the Town Charter, entitled "Legislative," shall be revised by amending Section 3.01, entitled "Compensation; Expenses," of the Charter of the City of Cooper City, as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

SALARY OF CITY COMMISSION MEMBERS

Section 4. At the General Municipal Election on November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Cooper City, Florida, and shall read as follows:

> Shall the Cooper City Charter be amended to allow for changes to the salary of commission members in accordance with the annually adopted budget in amounts not to exceed the Consumer Price Index, South Region, provided that any salary increases exceeding the Consumer Price Index, South Region, be subject to approval by the electors of the city voting in a referendum election?

This proposed Charter amendment will have no financial impact to the City.

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-12

YES ☐ NO ☐

Section 5. Advertisement. The City Clerk of the City of Cooper City is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Cooper City, Florida, as well as the State of Florida Election Code.

Section 6. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2026.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2026.

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-12

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-12

EXHIBIT "A"

CHARTER AMENDMENT

Section 3.06. - Compensation; expenses.

(1) The city commission may ~~determine any~~ change ~~in~~ the monthly salary of the mayor and commissioners as follows:

(a) by adoption by the City Commission of its annual budget for any increase that does not exceed the Consumer Price Index, South Region, for June of the same calendar year in which the annual budget is adopted, with such increase becoming effective at the commencement of the fiscal year for the adopted budget;

(b) by ordinance for an increase exceeding the Consumer Price Index, South Region, for June; provided that~~, but~~ no such increase in salary ~~ordinance increasing such salary~~ shall become effective unless approved by a vote of the electors of the city at a referendum election. ~~until the date of commencement of the terms of commissioners elected at the next regular election.~~

(2) Any benefit plans to be provided to the mayor and commissioners shall first be established by ordinance, said ordinance to be effective immediately upon its passage and final adoption.

(3) The mayor and commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office.

ORDINANCE NO. 26-13

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF COOPER CITY AT ARTICLE V, ENTITLED "FINANCIAL PROCEDURES;" AND IN PARTICULAR REPEALING SECTION 5.13, ENTITLED "REQUIREMENTS FOR PUBLIC BIDDING," SECTION 5.14, ENTITLED "COMMISSION ACTION PUBLIC BIDDING," AND SECTION 5.16, ENTITLED "EXPENDITURE FOR PROFESSIONAL SERVICES;" DELETING THE PROCUREMENT PROVISIONS FROM THE CITY CHARTER AND REQUIRING THE CITY COMMISSION TO ADOPT, BY ORDINANCE, A PROCUREMENT CODE FOR THE CITY OF COOPER CITY; PROVIDING FOR CONSISTENCY WITH STATE LAW; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF COOPER CITY, ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Cooper City, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Cooper City, Florida, in an ordinance format; and

WHEREAS, the City's Charter Review Board convened pursuant to Section 7.02 of the City Charter and has recommended repealing Section 5.13, Section 5.14 and Section 5.16 of the City Charter related to public and competitive bidding, as detailed in this ordinance; and

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-13

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the City Commission deems the proposed amendment to the City Charter, as detailed herein, to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article V of the Town Charter, entitled "Financial Procedures," shall be revised by repealing Section 5.13, entitled "Requirements for Public Bidding," Section 5.14, entitled "Commission Action Public Bidding," and Section 5.16, entitled "Expenditure for Professional Services," of the Charter of the City of Cooper City, as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

REQUIREMENTS RELATED TO PURCHASE OF GOODS AND SERVICES

Section 4. At the General Municipal Election on November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Cooper City, Florida, and shall read as follows:

Shall the Cooper City Charter be amended to remove the provisions of the City

ORDINANCE NO. 26-13

Charter related to purchases of goods and services and to require the City Commission to establish, by ordinance, a procurement code which ensures the fair and competitive purchase of goods and services by the City in accordance with the requirements of state law?

This proposed Charter amendment will have no financial impact to the City.

YES ☐ NO ☐

Section 5. Advertisement. The City Clerk of the City of Cooper City is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Cooper City, Florida, as well as the State of Florida Election Code.

Section 6. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

ORDINANCE NO. 26-13

Section 8. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2026.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2026.

_____
JAMES CURRAN
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

{00369442.1 3451-0000000}

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

ORDINANCE NO. 26-13

EXHIBIT "A"

CHARTER AMENDMENT

Section 5.13. - Requirements for public bidding.

The city commission shall adopt an ordinance establishing a Procurement Code which ensures the fair and competitive purchase of goods and services by the city.

~~All purchases on behalf of the city, including, but not limited to, supplies, capital equipment, non-capital equipment, rental of space, repairs, improvements, and construction of capital improvements, other than printing of ballots and legal advertising, involving dollar values in excess of $20,000.00 shall be procured through competitive bidding. Published notice covering each such intended procurement shall appear on a publicly accessible website authorized by general law or in at least one daily newspaper of general circulation within the city once at least ten days prior to the bid opening date. Each invitation for bid shall contain an acceptance clause granting the city a minimum of 30 days for bid acceptance, during which time the tendered bid shall remain valid. In the event of a declared emergency, the city commission may waive the requirements as to competitive bidding and advertisement. The city commission shall have the option to waive the requirements as to competitive bidding and advertising if purchase can be made from a State or Broward County Contract, or contracts involving any governmental agency within the State of Florida.~~

~~**Section 5.14. - Commission action public bidding.**~~

~~When public competitive bidding is required, the commission shall award the contract to the lowest fully responsive and responsible bidder, provided however that the commission shall have the right to reject all bids received; and contract for the supplies and services as delineated by the terms of the Invitation for Bid. The commission may require such bidder to provide a legally binding faithful performance bond.~~

~~The necessary documentation shall be approved by the city attorney prior to the execution of such documents.~~

~~**Section 5.16. - Expenditure for professional services.**~~

ORDINANCE NO. 26-13

~~Contracts for the services of professionals, including but not limited to architects, engineers and attorneys, may, with the approval of the commission, be entered into without public competitive bidding. Qualifications, work history, and other relevant data shall be reviewed before entering into such contracts.~~

Reimagining the Official Se of Cooper City

CITY OF Cooper City
Someplace Spec

Our City Seal

- The Official Seal is codified in City Code
- It represents Cooper City in legal, ceremonial and historical contexts
- Appears on ordinances, proclamations, official documents and formal materials



The Opportunity

- The current Seal lacks visual connection to City history and growth
- A contest can engage residents in designing a symbol reflecting where we have been and who we are today
- Create a modern Seal while honoring our history

CITY OF Cooper City
Someplace Spec

What We Aim to Achieve

- Reflect Cooper City's history and growth
- Capture civic pride and community identity
- Create a timeless, adaptable design

Creative Freedom Without Sacrificing Tradition

- Including our incorporation date: June 20, 1959
- Required text: City of Cooper City | Florida
- Designers encouraged to draw inspiration from agricultural roots, residential charm and forward-looking spirit

CITY OF Cooper City Someplace Spec

Contest Structure

- Open to Cooper City residents only
- Digital submissions required
- Images generated with use of artificial intelligence (AI) must be disclosed
- Designs determined to contain copyrighted materials, trademarked imagery or non-original work will be disqualified
- Artwork Release Form must be completed (no monetary compensation)
- Potential community survey for input on finalist designs
- City Commission retains final decision
- Final design adopted by ordinance
- *City reserves the right to extend, modify, or cancel the contest if necessary*

CITY OF Cooper City Someplace Special

Questions?